CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
April 28, 2026 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation — Pastor Carlos Rodriguez, Real Church

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

   3.a Presentation of winners for the 2026 Vision Zero Youth Art & Video Contest

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF APRIL 14, 2026

5. 2026-052 - RESOLUTION APPROVING THE PURCHASE OF FIRE HYDRANTS OF VARIOUS SIZES AND IN ASSORTED QUANTITIES FROM PREMIER WATERWORKS, INC. FOR A TOTAL COST OF $173,804.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2026-053 - RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEMP GOLF COURSE DESIGN, LLC IN AN AMOUNT NOT TO EXCEED $475,000.00 FOR PROFESSIONAL SERVICES NECESSARY FOR THE RENOVATION OF THE ROADRUNNER GOLF COURSE AND THE ADDITION OF FIVE (5) PRACTICE HOLES AT THE COURSES AT HOGAN PARK; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2026-054 - RESOLUTION APPROVING THE PURCHASE OF SIX REFUSE TRUCKS FROM BDR PREFERRED HOLDINGS, LLC D/B/A ROBERTS TRUCK CENTER THROUGH SOURCEWELL AT A TOTAL COST OF $1,867,442.26; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2026-055 - RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,733,792.14; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2026-056 - RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 MICRO-SURFACING AND SLURRY SEAL PROJECT TO VSS INTERNATIONAL, INC. OF WEST SACRAMENTO, CALIFORNIA, AT A TOTAL COST OF $1,190,120.00; APPROVING $178,518.00 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2026-057 - RESOLUTION RATIFYING AND APPROVING EMERGENCY CLEANUP SERVICES ASSOCIATED WITH THE FAILURE OF A CERTAIN WASTEWATER LINE THAT WERE PERFORMED BY BASIN TRUCKING AND OILFIELD SERVICES LLC FOR A TOTAL COST OF $388,080.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

11. 2026-058 - RESOLUTION REJECTING THE SOLE PROPOSAL RECEIVED FOR THE LOOP 250 NORTH AND BIG SPRING STREET DRAINAGE ENHANCEMENTS PROJECT FOR THE UTILITIES DEPARTMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2026-059 - RESOLUTION APPROVING A CONTRACT WITH CXT INCORPORATED FOR THE CONSTRUCTION AND INSTALLATION OF A RESTROOM FACILITY ON THE QUAIL COURSE AT THE COURSES AT HOGAN PARK THROUGH SOURCEWELL FOR A TOTAL COST OF $138,006.25; APPROVING $25,000.00 FOR PROJECT-RELATED COSTS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

13. 2026-060 - RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SUPPORT SERVICES ASSOCIATED WITH THE CHLORINE SCRUBBER REPLACEMENT PROJECT FOR A TOTAL COST OF $263,319.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 3) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

14. 2026-061 - RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS PROJECT TO FNF CONSTRUCTION, INC. AT A TOTAL COST OF $7,710,296.50; APPROVING $1,642,059.10 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

15. 036-2026 - MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDLAND 2025 MSO, LLC REGARDING THE DEVELOPMENT OF A VETERINARY AND SURGICAL DIAGNOSTIC HOSPITAL **(DISTRICT: 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

16. 2026-062 - RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”) REGARDING THE INSTALLATION OF AN ARTIFICIAL INTELLIGENCE PRODUCT FOR ADAPTIVE SIGNAL TIMING AT FIVE INTERSECTIONS IN MIDLAND AND FIVE INTERSECTIONS IN ODESSA ALONG STATE HIGHWAY 191 (THE “PROJECT”); THE TOTAL ESTIMATED COST OF THE PROJECT BEING $156,250.00, WITH THE CITY OF MIDLAND’S ESTIMATED COST BEING $78,125.00 AND THE CITY OF ODESSA’S ESTIMATED COST BEING $78,125.00; THE TOTAL ESTIMATED COST OF THE PROJECT TO BE

REIMBURSED BY A STATE TRANSPORTATION INNOVATION COUNCIL GRANT; AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF ODESSA PROVIDING FOR THE CITY OF ODESSA'S COMPLETION OF THE PORTION OF THE PROJECT THAT IS LOCATED IN ODESSA; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT **(DISTRICT: 3), (DISTRICT: 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

17. 2026-063 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-020; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR GRANT FUNDS TOTALING $24,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $4,800.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

18. 2026-064 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $28,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBER RISK MANAGEMENT AND THREAT MONITORING PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $5,760.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

19. 2026-065 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-022; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR GRANT FUNDS TOTALING $132,960.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE ENDPOINT VULNERABILITY AND PATCH MANAGEMENT PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $26,592.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED

OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

20. 2026-066 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-021; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR GRANT FUNDS TOTALING $10,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY AND IT SKILLS TRAINING PROGRAM PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $2,000.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

21. 037-2026 - MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE RIGHT-OF-WAY LICENSE (26-329-017) WITH HUGH BRINSON PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

22. 038-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-015) BETWEEN THE CITY OF MIDLAND AND ET-S PERMIAN PIPELINE COMPANY LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 8 AND 9, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

23. 039-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-016) BETWEEN THE CITY OF MIDLAND AND MID-STATES OPERATING COMPANY REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 15, BLOCK 37, T-2-S, ABSTRACT 1080, ET HOPKINS SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

24. 10745 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE LOT FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD APRIL 14, 2026) **(DISTRICT: 2)**

(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

25. 10746 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN 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 (FIRST READING HELD APRIL 14, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 10747 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5 AND THE WEST 36 FEET OF LOT 6, BLOCK 2, THE BEDFORD PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH H STREET AND BEDFORD DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY AND (2) A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD APRIL 14, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

27. 10751 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 THROUGH 4, BLOCK 45, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND LIDDON AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 14, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

28. 10752 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,800-SQUARE FOOT PORTION OF LOT 6A, BLOCK 2, AMARON ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 250 FEET NORTH OF CRUMP STREET), 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 (FIRST READING HELD APRIL 14, 2026) **(DISTRICT: 2)**

(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

PUBLIC HEARINGS

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

29. 10753 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,600-SQUARE-FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 475 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

30. 10754 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,933-SQUARE-FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

31. 10755 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE SOUTH 100 FEET OF LOT 4, BLOCK 17, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF RANKIN HIGHWAY AND WEST TAYLOR AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

32. 10756 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.497-ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF DEAUVILLE BOULEVARD, APPROXIMATELY

285 FEET WEST OF GRIFFITH DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

33. 10757 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 25,016-SQUARE FOOT PORTION OF A 4.497-ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF DEAUVILLE BOULEVARD, APPROXIMATELY 285 FEET WEST OF GRIFFITH DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

34. 10758 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF LOT 2, BLOCK 73, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARSHALL STREET, APPROXIMATELY 95 FEET NORTH OF EAST MISSOURI AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

35. 10759 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCK 69, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST CUTHBERT AVENUE AND NORTH TILDEN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

36. 10760 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, BLOCK 92, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM CB, CENTRAL BUSINESS DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARIENFELD STREET, APPROXIMATELY 75 FEET SOUTH OF WEST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

37. 10761 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY

OF MIDLAND TO REZONE A 0.578-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK E, JOHNSON-MORAN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND WARD STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

38. 10762 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 23.2 FEET OF LOT 5 AND THE EAST 87.6 FEET OF LOT 6, BLOCK 6, MA MAR TERRACE, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF SHELL AVENUE AND CESSNA DRIVE), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

STAFF PRESENTATIONS

39. Presentation by the Finance Department regarding Investment in Public Safety

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

41.a **Section 551.071, Consultation with Attorney**

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

Discuss pending or contemplated litigation.

41.b **Section 551.072, Deliberation Regarding Real Property**

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

41.c **Section 551.074, Personnel Matters**

Deliberate the employment, evaluation, and duties of the City Manager, City Attorney, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge.

41.d **Section 551.087, Deliberation Regarding Economic Development Negotiations**

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

Respectfully Submitted

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Tommy Gonzalez
City Manager

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

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL REGULAR MEETING
April 14, 2026 - 10:00 AM

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, April 14, 2026.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	
Staff members present:	City Manager Tommy Gonzalez, City Attorney Nicholas Toulet-Crump, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz

OPENING ITEMS

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

1. Invocation - Pastor Luke McNelly, Stonegate Fellowship Church
2. Pledge of Allegiance

CONSENT AGENDA

John Burkholder moved to Approve Consent Agenda items 3 - 14, excluding items 6, 8, 11 & 12; seconded by Robin Poole.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3.a REGULAR SESSION OF MARCH 24, 2026

   3.b SPECIAL SESSION OF MARCH 31, 2026

4. 031-2026 - MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS NECESSARY FOR THE CITY TO PARTICIPATE IN THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT, WHICH WILL SETTLE PENDING OPIOID-RELATED CLAIMS AGAINST (1) ASSOCIATED PHARMACIES, INC. AND AMERICAN ASSOCIATED PHARMACIES, (2) J M SMITH CORPORATION, (3) MORRIS AND DICKSON CO. LLC, (4) LOUISIANA WHOLESALE DRUG COMPANY, INC., (5) NORTH CAROLINA

DRAFT

MUTUAL WHOLESALE DRUG COMPANY, INC., AND (6) UNITED NATURAL FOODS, INC. AND SUPERVALU **(DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

5. 2026-046 - RESOLUTION AUTHORIZING THE EXECUTION OF A FIVE-YEAR, SOLE-SOURCE CONTRACT WITH OW INVESTORS, LLC, D/B/A MARS COMPANY FOR UTILITY METER TESTING SOFTWARE FOR THE UTILITIES DEPARTMENT AT A TOTAL COST OF $760,780.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2026-047 - RESOLUTION AWARDING A THREE-YEAR CONTRACT FOR TURF AND LANDSCAPE MAINTENANCE SERVICES FOR CERTAIN CITY-OWNED PARKS AND FIELDS TO SRH LANDSCAPES LLC AT A TOTAL COST OF $2,374,635.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Council Member John Burkholder pulled this item to highlight the cost savings and asked Parks & Recreation Director Laurie Williams to give a brief overview of the process.

Ms. Williams reported on the grading system used for this project. The process includes having a committee that scores the items, provides reference and license checks, years in business and cost.

City Manager Tommy Gonzalez reported that the amount of savings so far is nearly three million dollars, plus two million in savings from the Information Technology Department.

David Ramirez (Representative for M3 Landscaping), spoke about actively supporting local businesses and investing back into the community.

John Burkholder moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

7. 2026-048 - RESOLUTION AWARDING A CONTRACT TO SCOTT THANE DITCHING SERVICE, LTD. FOR THE I-20 WATER MAIN RE-ROUTE PROJECT FOR A COST OF $709,370.93; APPROVING $141,874.19 IN CONTINGENCIES; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2026-049 - RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE CONTRACT WITH MCCREARY VESELKA BRAGG & ALLEN P.C. (THE “FIRM”), OF ROUND ROCK, TEXAS, FOR LEGAL SERVICES REGARDING THE COLLECTION OF UNPAID MUNICIPAL COURT FINES, FEES, AND COURT COSTS; AUTHORIZING THE ADDITION OF A 30 PERCENT COLLECTION FEE TO THE EXTENT PERMITTED BY ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE; AND AUTHORIZING PAYMENT **(DISTRICT: NONE)**

DRAFT

(GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

This item was not taken up by Council.

9. 2026-050 - RESOLUTION AWARDING A CONTRACT FOR THE BENTON SIDEWALK PROJECT TO FANAR 1 ENTERPRISE, LLC OF SPRING, TEXAS, AT A TOTAL COST OF $84,450.00; APPROVING $16,890.00 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2026-051 - RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A MIFRAM SECURITY MVB3X MOBILE VEHICLE BARRIER SYSTEM FROM ADVANCED SECURITY TECHNOLOGIES LLC AT A TOTAL COST OF $263,538.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

11. 032-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF 1788 INDUSTRIAL, BEING A REPLAT OF AN 8.04-ACRE TRACT OF LAND OUT OF WESTERN ROSES MEMORIAL PARK, INC. AND A 96.44-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FARM TO MARKET 1788, APPROXIMATELY 1,970 FEET SOUTH OF WEST COUNTY ROAD 61) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Council Member Jack Ladd inquired about the location of this item. Chief Planning & Development Officer Elizabeth Triggs reported that it is not directly on Highway 191 but is to the north and west in the Extra-Territorial Jurisdiction (ETJ). The City has no zoning jurisdiction in the ETJ but the city does have the ability to enforce the platting requirements.

Council Member John Burkholder asked if a ground water availability study is required on this property. Mrs. Triggs reported that, per state law, they were required to submit a ground water study. The study was reviewed by staff and meets the requirements.

Mayor Blong reported there have been several residential plats that have come to Council that were in the ETJ. Action was not taken on them because there was no assurance of ground water for these homes. The same stance has not been taken on industrial development due to the water needs being different. Mayor Blong also reported that this item will pass by rule of state law at the state level with or without the Council's vote.

Council Members voiced concerns about industrial development near the cultural district area near Wager Noel and the upcoming I-27 interchange.

Chief Planning & Development Officer Elizabeth Triggs reported they have contracted with a company to do an overlay study.

Council discussion ensued. The entire discussion may be heard and viewed at https://midlandtx.new.swagit.com/videos/382073.

Council took no action on this item.

DRAFT

12. 033-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SHENANDOAH INDUSTRIAL PARK, SECTION 2, BEING A REPLAT OF LOT 2, BLOCK 1, SHENANDOAH INDUSTRIAL PARK, AND A 67.14-ACRE TRACT OF LAND OUT OF SECTION 16, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST COUNTY ROAD 50, APPROXIMATELY 1,270 FEET EAST OF NORTH COUNTY ROAD 1150) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Council Member John Burkholder pulled this item because it's almost identical to item number 11 on this agenda, apart from the location. The water situation is even worse in this area.

Council took no action on this item.

13. 034-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-014) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX LLC; REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY AND GLASSCOCK COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

14. 035-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-013) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 13,14,16, AND 24, BLOCK 37, T-3-S, AND SECTIONS 18 AND 19, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

15. 10731 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 35.05-ACRE TRACT OF LAND OUT OF SECTION 25, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 650 FEET NORTH OF EAST CUTHBERT AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10731.

DRAFT

John Norman moved to Approve; seconded by Robin Poole.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

16. 10734 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 2, AND LOT 2B, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SPRING PARK DRIVE AND EDWARDS 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 (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10734.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

17. 10735 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.82-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, LOT 2A, BLOCK 43, AND LOT 1A, BLOCK 44, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST HICKS AVENUE AND SOUTH FORT WORTH 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 (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10735.

John Norman moved to Approve; seconded by Brian Stubbs.

DRAFT

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

18. 10736 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, SOUTH PARK ADDITION, AND TRACT 3, PRIMITIVE BAPTIST CHURCH TRACT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST DAKOTA AVENUE AND SOUTH ATLANTA 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 (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10736.

John Norman moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

19. 10737 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.29-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,365 FEET NORTH OF EAST WADLEY 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 (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10737.

John Norman moved to Approve; seconded by Robin Poole.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

DRAFT

NAY: None
ABSTAIN: None
ABSENT: None

20. 10738 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 61.85-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10738.

Robin Poole moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

21. 10739 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 18.19-ACRE TRACT OF LAND AND A 58.90-ACRE TRACT OF LAND, BOTH OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, MF-22, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, O-2, OFFICE DISTRICT, IN PART, AND AE, AGRICULTURAL ESTATE DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST LOOP 250 NORTH AND NORTH FAIRGROUNDS 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 (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10739.

John Burkholder moved to Approve; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack

DRAFT

Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

22. 10740 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 26 FEET OF LOT 17, ALL OF LOT 18, AND THE WEST 14.5 FEET OF LOT 19, AVALON ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 230 FEET WEST OF NORTH I STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10740.

John Norman moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

23. 10741 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE EAST 55 FEET OF LOTS 12 AND 13, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MISSISSIPPI AVENUE, APPROXIMATELY 70 FEET EAST OF NORTH FORT WORTH 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 (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10741.

John Burkholder moved to Approve; seconded by Robin Poole.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

DRAFT

24. 10742 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST 23 FEET OF LOT 2, BLOCK 3, RESUBDIVISION OF BLOCK 3 OF JOHNSON AND MORAN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HARVARD AVENUE AND LANHAM STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) REDUCED MINIMUM SIDE YARD SETBACKS ON THE EAST AND WEST SIDES OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10742.

Robin Poole moved to Approve; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

25. 10743 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.50-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH ADAMS STREET AND SOUTH 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 (FIRST READING HELD MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10743.

John Burkholder moved to Approve; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

DRAFT

PUBLIC HEARINGS

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

26. 10745 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE LOT FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10745.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is for a special exception and possible zone change. Items 26 and 27 of this agenda are related. The action today is to legalize so that the property owner may build a new single-family residence. The action is contingent on approving item 27 which is the next item on this agenda.

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

Jarrod Sparks, (Citizen), reported that the Council is doing a great job serving the City and asked that they stay encouraged.

There being no one else wishing to speak, the public hearing was closed at 10:29 a.m.

John Burkholder moved to Approve; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

27. 10746 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10746.

DRAFT

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is a rezone request related to the previous item.

Council Member John Burkholder inquired if this was outside of an overlay that was previously done.

Mrs. Triggs reported this is one of three areas that have been identified and also provided a timeline for the next step.

Mayor Blong opened the public hearing at 10:32 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

28. 10747 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5 AND THE WEST 36 FEET OF LOT 6, BLOCK 2, THE BEDFORD PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH H STREET AND BEDFORD DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY AND (2) A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10747.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is for a special exception for a reduced minimum side yard setback and a reduced minimum rear yard setback for a new garage.

Mayor Blong inquired if there were any concerns with ingress and egress into other peoples yards.

Mrs. Triggs reported the entry/exit of the garage will be from the side street, not the alley.

Council Member John Burkholder inquired about a roof overhang. Mrs. Triggs reported the overhang has been eliminated.

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

DRAFT

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

29. 10748 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 141.51-ACRE TRACT OF LAND (“TRACT 1”) AND A 22.98-ACRE TRACT OF LAND (“TRACT 2”), EACH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH GARFIELD STREET, APPROXIMATELY 1,295 FEET NORTH OF MOCKINGBIRD LANE); TRACT 1 BEING REZONED FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND AE, AGRICULTURAL ESTATE DISTRICT, IN PART, TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; TRACT 2 BEING REZONED FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10748.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is to amend the zoning district map north of Loop 250. The intent is to allow for flexibility over time, if necessary. There were three letters of objection received and the concerns are about traffic. They will work with the developer to solve the issues.

Mayor Blong reported the developer, Mark Payne, has been great for the community. There are concerns with traffic and drainage in the area. They will need to figure out how to develop this area.

Council Member Brian Stubbs shared his concerns about the intersection of Garfield and Mockingbird, drainage and how to get water into the Midland draw.

Council Member John Burkholder also thanked Mr. Payne for the quality of homes developed and reiterated some of the same concerns.

Council Member Robin Poole reported she agrees with the same concerns. She would like to add that she is not comfortable with the single family (SF3) portion and would like to see some single family (SF2) included. In the future, staff should avoid combining separate zoning items into one request. Please return to Council as two separate agenda items.

Council Member John Norman inquired about the 50-foot easement objection. Deputy City Manager Jose Ortiz will look into it.

DRAFT

Mayor Pro Tem Amy Stretcher Burkes commented that 19.54 percent is not insignificant and spoke on guaranteeing the right-of-way for five lanes, density regarding SF3, agrees with a transitional area and traffic.

Council Member Robin Poole agrees with Mayor Pro Tem Amy Stretcher Burkes regarding not having an interim road. Deputy City Manager Jose Ortiz noted that design efforts are currently being addressed for a full build-out with the option of an interim solution.

Mayor Blong reported that if the interim solution is a part of a phase to accomplish the final solution, that will be fine, but the Council is not interested in putting funds into something that will have to be torn down later.

Mayor Blong opened the public hearing at 10:49 a.m.

Mark Payne (Representative), provided a report on the development, affordability, why he needs the zoning he's asking for, drainage and that the City needs to do their part with regard to Mockingbird.

Mayor Blong agreed that the City does have accounts to settle.

City Attorney Nicholas Toulet-Crump reported that more time is allowed to speak when there are applicants/developers/representatives present so Council may receive a full understanding and ask questions if necessary.

Council discussion with Mr. Payne ensued.

John Newton (Representative) will answer questions if needed.

Jarrod Sparks (Citizen), reported the need for flexibility with regard to an SF3 and that the development need in the area has been an issue for many years.

There being no one else wishing to speak, the public hearing was closed at 11:05 a.m.

Council discussion continued; they are supportive but feel that more time and discussion are needed.

Council Member Robin Poole reported that we cannot set a precedent by saying we trust one builder by giving a blanket SF3, knowing a great job will be done by Mr. Payne when there are other builders who may not have the same reputation. There needs to be a level playing field for all builders.

Mayor Blong directed staff to look at zoning and evaluate creative solutions.

City Attorney Nicholas Toulet-Crump recommended that when this is brought back to Council, it should be as two separate items.

John Burkholder moved to Defer this item until the June 9th City Council meeting; seconded by Brian Stubbs.

DRAFT

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

30. 10749 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 10 AND 11, BLOCK 2, SOLOMON ESTATES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH A STREET AND MOCKINGBIRD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Mayor Blong reported this item is being skipped. No action taken by Council

31. 10750 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.497-ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF DEAUVILLE BOULEVARD, APPROXIMATELY 285 FEET WEST OF GRIFFITH DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Mayor Blong reported this item is being skipped. No action taken by Council

32. 10751 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 THROUGH 4, BLOCK 45, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND LIDDON AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10751.

DRAFT

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is for a Specific Use Designation (SUD) for the sale of Alcohol.

Mayor Blong opened the public hearing at 11:17 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

33. 10752 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,800-SQUARE FOOT PORTION OF LOT 6A, BLOCK 2, AMARON ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 250 FEET NORTH OF CRUMP STREET), 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 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10752.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is for a SUD for the sale of Alcohol.

Mayor Blong opened the public hearing at 11:20 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Amy Stretcher Burkes moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

MISCELLANEOUS

34. 2026-044 - RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING

DRAFT

THE SINGLE-FAMILY RESIDENCE ON LOT 9, BLOCK 136, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 301 SOUTH JEFFERSON STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION (DEFERRED FROM MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is the third time Council has seen this item regarding substandard buildings. The last time this item came before Council, the property owner/representative requested 90 days instead of 30 days to take care of the issue.

Mrs. Triggs reported on the process of items like this and that 90 to 120 days are spent trying to connect with property owners before it ever comes to Council. Since the last Council meeting, several attempts have been made to contact the property owner. If this item is approved today, it will allow for 90 days instead of 30.

City Attorney Nicholas Toulet-Crump reported that if the Council chooses to allow more than 30 days, there will be two additional requirements associated with the order. The first one is that the time schedule has to be established (which is included within the current ordinance), the second one is that the property owner must secure the property from any unauthorized entry. Mr. Toulet-Crump further reported on the specifics of having the property secured for the entire time work is being done. The City has no mechanism to jump ahead prior to the 90 days and began work if the homeowner has not done his part.

Council Member Jack Ladd reported that some citizens seem confused with how a lien works. Mrs. Triggs reported they are informed about the process.

Deputy City Manager Morris Williams Jr. reported he has tried to contact the property owner.

Jack Ladd moved to Amend the timeframe from 90 days to 30 days; seconded by John Burkholder.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

35. 2026-045 - RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 3, BLOCK 23, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 1604 SOUTH LORAINE STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID

DRAFT

BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION (DEFERRED FROM MARCH 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is similar to the previous item (number 34) regarding substandard buildings. The property is abandoned and vacant. There has been more communication with the property owner on this item.

John Burkholder moved to Amend the timeframe from 90 days to 30 days; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMENT

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

Council Member Brian Stubbs read a statement on values, the lack of civility during Council meetings, unity, respect and everyone having one voice.

Nino Rodriquez (Citizen) spoke on several issues, including, but not limited to, respecting taxpayers, write-ups regarding Elvie Brown, issues with the Omni hotel, the Scharbauer Foundation and Type A and Type B projects.

Council Member John Norman reported Round Up Inc. received 2.1 million dollars to support a program helping children access sport opportunities they previously lacked.

Robin Campbell (Citizen) would like more than three minutes to speak during public comment. Mrs. Campbell also spoke on several issues, including, but not limited to, putting the Omni hotel discussion on the agenda for an upcoming meeting, Type A and Type B projects and whether those funds were legally given to the Omni hotel.

City Attorney Nicholas Toulet-Crump reported what is not a legal conflict of interest. Council has not voted on anything that was a conflict of interest.

Judd Campbell (Citizen) addressed Mr. Toulet-Crumps comments regarding conflicts of interest and reported that some Council Members have removed themselves from discussions due to judgment even though it may not meet the legal requirements. Mr. Campbell addressed Council Member Stubbs comments regarding respect and would like an update regarding the Omni

hotel placed on an upcoming agenda.

The entire discussion may be heard and viewed in it's entirety at https://midlandtx.new.swagit.com/videos/382073.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 11:49 a.m.

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

37.a **Section 551.071, Consultation with Attorney**

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

Discuss pending or contemplated litigation.

37.b **Section 551.072, Deliberation Regarding Real Property**

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

37.c **Section 551.074, Personnel Matters**

Deliberate the employment, evaluation, and duties of the City Manager, City Attorney, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge.

37.d **Section 551.087, Deliberation Regarding Economic Development Negotiations**

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

All the business at hand having been completed, the meeting adjourned at 2:10 p.m.

PASSED AND APPROVED April 28, 2026.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF FIRE HYDRANTS OF VARIOUS SIZES AND IN ASSORTED QUANTITIES FROM PREMIER WATERWORKS, INC. FOR A TOTAL COST OF $173,804.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of forty-five (45) 4’ Fire Hydrants, twenty (20) 5’ Fire Hydrants, and six (6) 6’ Fire Hydrants from Premier Waterworks, Inc. for a total cost of $173,804.00 for the Warehouse Division.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Warehouse Division Operating Budget.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved specifications and authorized advertisement for bids for forty-five (45) 4’ Fire Hydrants, twenty (20) 5’ Fire Hydrants, and six (6) 6’ Fire Hydrants. The bid request was sent to seven hundred thirty-four (734) companies, and twenty-three (23) viewed the bid request. We received four (4) bids. Staff recommends awarding to the low apparent bidder, Premier Waterworks, Inc. These hydrants will be used to replace aging infrastructure across the city. Please see the attached memo from Alma McCammond, Assistant Utilities Director, for additional information.

Therefore, please consider a resolution approving the purchase of forty-five (45) 4’ Fire Hydrants, twenty (20) 5’ Fire Hydrants, and six (6) 6’ Fire Hydrants from Premier Waterworks, Inc. for a total cost of $173,804.00.

Attachments:
A. IO MEMO - Purchase of Fire Hydrants Premier Waterworks, Inc. Memo
B. RESO W EXH - Fire Hydrants - Premier Waterworks Inc. Reso w Exh
C. Bid Table 26003721 Fire Hydrants for U25-01_BT-23IW_1775763126.898783

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

INTEROFFICE MEMORANDUM

To: Erika Munoz, Purchasing Manager

From: Alma McCammond
Date: 4/17/2026

Subject: Award Recommendation – Bid No. 26003721 Fire Hydrants for Fire Hydrant Replacement Project

Purpose:
To recommend the award of **Bid No. 26003721** to Premier Waterworks, Inc. for the purchase of seventy-one (71) fire hydrants in support of the **Fire Hydrant Replacement Project**.

Background:
The Utilities Department routinely evaluates system infrastructure to identify components requiring replacement due to age, condition, or performance concerns. As part of this ongoing effort, the Fire Hydrant Replacement Project was developed to proactively replace selected hydrants throughout the system to maintain reliability, improve operability, and support fire protection capabilities.

The purchase of these hydrants will allow the Utilities Department to continue scheduled replacements and address identified needs within the distribution system.

Bid Summary:

Bid No. 26003721 was issued for the procurement of fire hydrants in accordance with project specifications. A total of **734 bid notifications were issued**, with **23 document takers**. Of those, **4 bids were received and evaluated**, while **730 vendors did not submit a response**. No “no-bid” responses were formally received.

Following evaluation, Premier Waterworks, Inc. was determined to be the **lowest responsive and responsible bidder, in accordance with the City’s procurement practices and requirements**.

- **Vendor:** Premier Waterworks, Inc.
- **Quantity:** 71 Fire Hydrants
- **Total Cost:** $173,804.00

Justification:
Replacing aging and underperforming fire hydrants is critical to maintaining system reliability, operational efficiency, and adequate fire protection throughout the City. This project supports ongoing infrastructure maintenance efforts and helps ensure that critical components of the distribution system remain functional and accessible when needed.

This project aligns with **Goal 6: Strengthen and Sustain Our Infrastructure**, specifically **Goal 6.1: Provide Reliable and Sustainable Utilities**, by ensuring that critical safety infrastructure remains operational and effective.

Cost and Funding:
The total cost for the purchase of materials is **$173,804.00**, to be funded through the **Utilities Water and Wastewater Operating Funds**.

Request for Approval:
Approval is requested to award **Bid No. 26003721** to Premier Waterworks, Inc. in the amount of **$173,804.00** for the purchase of fire hydrants associated with the Fire Hydrant Replacement Project, in accordance with applicable procurement requirements.

Please let me know if you need any additional documentation or information.

Sincerely,

Alma McCammond
Assistant Utilities Director

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF FIRE HYDRANTS OF VARIOUS SIZES AND IN ASSORTED QUANTITIES FROM PREMIER WATERWORKS, INC. FOR A TOTAL COST OF $173,804.00; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved specifications and authorized the advertisement for bids for forty-five (45) 4' fire hydrants, twenty (20) 5' fire hydrants, and six (6) 6' fire hydrants; and

WHEREAS, Bid No. 26003721 was opened on April 9, 2026, with the lowest and most responsible bidder being Premier Waterworks, Inc. ("Company"), having submitted a bid of $173,804.00 for the purchase of said fire hydrants as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds the unit prices proposed by Company for the purchase of said fire hydrants to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said fire hydrants from Company;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the above-referenced fire hydrants from Company at a total cost of $173,804.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Company for the purchase of said fire hydrants from funds available in the Warehouse Fund Operating Budget upon receipt of proper invoice or statement approved by the City Manager or his designee.

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., 2026, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

26003721 Fire Hydrants for U25-01
Bid Opening: April 9, 2026

			APSCO Supply, Inc			BenMark Supply			Ferguson Waterworks			Premier Waterworks, Inc.		
		Total Cost	$201,091.08			$217,701.77			$198,658.40			$173,804.00		
#	Items	Quantity Required	Unit Price	Brand	Total Cost	Unit Price	Brand	Total Cost	Unit Price	Brand	Total Cost	Unit Price	Brand	Total Cost
#0-1	4' Yellow Fire Hydrant	45	$2,774.20	MUELLER	$124,839.00	$3,003.35	MH	$135,150.75	$2,740.64	Mueller	$123,328.80	$2,398.00	East Jordan	$107,910.00
#0-2	5' Yellow Fire Hydrant	20	$2,903.04	MUELLER	$58,060.80	$3,142.75	MH	$62,855.00	$2,867.92	Mueller	$57,358.40	$2,509.00	East Jordan	$50,180.00
#0-3	6' Yellow Fire Hydrant	6	$3,031.88	MUELLER	$18,191.28	$3,282.67	MH	$19,696.02	$2,995.20	Mueller	$17,971.20	$2,619.00	East Jordan	$15,714.00

Bid Summary	
734	Bids were issued
23	Document takers
0	No Bids were received
4	Bids Listed above
730	Bidders did not respond

Exhibit "A"

26003721 Fire Hydrants for U25-01
Bid Opening: April 9, 2026

				APSCO Supply, Inc			BenMark Supply			Ferguson Waterworks			Premier Waterworks, Inc.		
		Total Cost		$201,091.08			$217,701.77			$198,658.40			$173,804.00		
#	Items	Quantity Required	Unit Price	Brand	Total Cost	Unit Price	Brand	Total Cost	Unit Price	Brand	Total Cost	Unit Price	Brand	Total Cost
#0-1	4' Yellow Fire Hydrant	45	$2,774.20	MUELLER	$124,839.00	$3,003.35	MH	$135,150.75	$2,740.64	Mueller	$123,328.80	$2,398.00	East Jordan	$107,910.00
#0-2	5' Yellow Fire Hydrant	20	$2,903.04	MUELLER	$58,060.80	$3,142.75	MH	$62,855.00	$2,867.92	Mueller	$57,358.40	$2,509.00	East Jordan	$50,180.00
#0-3	6' Yellow Fire Hydrant	6	$3,031.88	MUELLER	$18,191.28	$3,282.67	MH	$19,696.02	$2,995.20	Mueller	$17,971.20	$2,619.00	East Jordan	$15,714.00

Bid Summary

734	Bids were issued
23	Document takers
0	No Bids were received
4	Bids Listed above
730	Bidders did not respond

City Council Meeting

Item Number: 6.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEMP GOLF COURSE DESIGN, LLC IN AN AMOUNT NOT TO EXCEED $475,000.00 FOR PROFESSIONAL SERVICES NECESSARY FOR THE RENOVATION OF THE ROADRUNNER GOLF COURSE AND THE ADDITION OF FIVE (5) PRACTICE HOLES AT THE COURSES AT HOGAN PARK; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding the execution of a professional services agreement with Kemp Golf Course Design, LLC for Roadrunner Course renovation for a cost of $475,000.00.

Recommended Action:
Approve

Fiscal Impact:
Funding in the amount of $475,000.00 is available in Oil and Gas Fund and will be appropriated to a project for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Resolution 2025-012 authorized the execution of a professional services agreement with Kemp Golf Course Design, LLC for phase one (1) for architectural services to develop a master plan for the Hogan Golf Course. Following the selection of Trey Kemp with Kemp Golf Course Design, LLC through an RFQ process, the City is advancing Phase two (2) of the Hogan Park Master Plan with the Roadrunner Course renovation. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution awarding the execution of a professional services agreement with Kemp Golf Course Design, LLC for Roadrunner Course renovation for a cost of $475,000.00.

Attachments:
A. IO MEMO - 04282026HPGCSupportingmemo

B. RESO W EXH - Renovation Roadrunner Golf Course Reso w Exh
C. PS AGREEMENT - 26003878 PSA Design of Roadrunner Golf Course

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

Courses at Hogan Park Division
Interoffice Memorandum

Date: April 14, 2026
To: Jose Ortiz, Deputy City Manager
From: Laurie Williams, Parks and Recreation Director
Subject: Professional Services Agreement for the development of construction plans and specifications, as bidding and construction oversight for the renovation of the Roadrunner Course at the Courses at Hogan Park.

Through the Request for Qualifications process, Trey Kemp with Kemp Golf Course Design, LLC was selected to provide development of a comprehensive Master Plan for Hogan Park Golf Course. The Quail Course renovations were completed as the first phase of the Master Plan development, and the Roadrunner Course is the second phase of the Master Plan.

The Quail Course renovation project is moving toward completion in Fall 2026. At that time, the renovation of the Roadrunner Course will begin. The plans for the Roadrunner renovation will be prepared and put out for bids in August 2026 in preparation to move forward with the Phase 2 renovation starting in Fall 2026. The Roadrunner renovation is expected to take one year, with the course opening for play in Fall 2027.

The scope of work for the Roadrunner Professional Services Agreement will include:

1) Design Development and Opinion of Probable Cost
2) Preparation of Construction Documents
3) Bidding and Negotiation assistance
4) Construction observation

A Professional Service Agreement with Trey Kemp is needed to move forward with the Roadrunner Course renovation. Mr. Kemp has submitted a Professional Services Agreement in the amount of $475,000.00. Staff recommends moving forward with the PSA for the Roadrunner Course Renovation at the Courses at Hogan Park.

Funding in the amount of $475,000.00 is available in Oil and Gas Fund , and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEMP GOLF COURSE DESIGN, LLC, IN AN AMOUNT NOT TO EXCEED $475,000.00 FOR PROFESSIONAL SERVICES NECESSARY FOR THE RENOVATION OF THE ROADRUNNER GOLF COURSE AND THE ADDITION OF FIVE (5) PRACTICE HOLES AT THE COURSES AT HOGAN PARK; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager authorized the issuance of a request for qualifications for professional services necessary for the development of a comprehensive master plan for The Courses at Hogan Park, which includes professional services necessary for the renovation of the Roadrunner Golf Course and the addition of five (5) practice holes (the "Project"); and

WHEREAS, the City received four statements of qualification for the development of a comprehensive master plan for The Courses at Hogan Park, with the most qualified submission belonging to Kemp Golf Course Design, LLC ("Company"); and

WHEREAS, Company has agreed to undertake the Project for a total cost of $475,000.00; and

WHEREAS, the City Council finds that Company is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Company are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Company provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Company as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fees for the services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Company for the Project. Said agreement 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 sum of $475,000.00 is available in the Oil and Gas Fund and will be appropriated to a project established by the City of Midland Finance Department.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company in accordance with the terms of said professional services agreement from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

PROFESSIONAL SERVICES AGREEMENT
26003878

THIS AGREEMENT is made and effective the 29 day of April 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Kemp Golf Course Design, LLC ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties.*"

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide professional services necessary for the renovation of the Roadrunner Golf Course and the addition of five (5) practice holes at The Courses at Hogan Park (the "Services") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $475,000.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within

fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from April 15, 2026 until April 14, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

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

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer,

agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

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

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

If to COMPANY: Kemp Golf Course Design, LLC
1513 Cedar Hill Avenue
Dallas, Texas 75208

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

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002, 2274.002 and 2276.002 apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, 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 Kemp Golf Course Design, 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

KEMP GOLF
COURSE DESIGN

Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT

THE COURSES AT HOGAN PARK – THE RENOVATION OF THE ROADRUNNER GOLF COURSE AND THE ADDITION OF FIVE (5) NEW PRACTICE HOLES

Midland, TX

March 20, 2026

Kemp Golf Course Design **("Consultant")** is pleased to submit this agreement to the City of Midland **("City")** for providing professional services for the renovation of the Roadrunner Golf Course and the addition of five (5) Practice Holes at The Courses at Hogan Park located in Midland, Texas.

PROJECT UNDERSTANDING

Kemp Golf Course Design understands the project site is located at 3600 N. Fairgrounds Road within Hogan Park, an approximately 620-acre public park in Midland, Texas. The scope of work includes the preparation of complete construction documents and specifications for the renovation of the **Roadrunner Golf Course** along with the design of **five new practice holes**. The renovation will include a new **golf course irrigation system**, as well as associated grading, drainage, grassing, and feature refinement to improve playability and long-term maintainability.

It is our understanding that the **City of Midland** intends to select and contract with a **Certified Golf Course Contractor** to construct the improvements outlined in the design documents. Kemp Golf Course Design will coordinate closely with City staff and the selected contractor to ensure clear communication, efficient decision-making, and successful implementation of the design.

SCOPE OF SERVICES

The Consultant will provide the services specifically set forth below.

TASK 1 – GOLF COURSE RENOVATION

BASIC SERVICES

The Basic Services consist of the services described in this section, which are to be performed by the Golf Course Consultant during the following four phases of the Project:

(I) the Design Development Phase,
(II) the Construction Documents Phase,
(III) the Bidding and Negotiation Phase and
(IV) the Construction Observation Phase

PHASE I –DESIGN DEVELOPMENT PHASE

A. Design Development Phase

1. Preliminary Construction Drawings

   Consultant shall prepare "Design Development Studies" as an intermediate step between preliminary planning (Golf Course Master Plan) and final construction documents. These may include limited preliminary construction drawings and outline specifications sufficiently in detail, in the opinion of the Course Consultant, to reasonably ascertain the actual scope of construction.

2. Statement of Probable Construction Cost

   Consultant shall submit to the City a statement of the probable construction cost ("Statement of Probable Construction Cost") based on information obtained in the Design Development Studies. This shall represent the Consultant's best judgement of the probable construction cost as a design professional.

3. Adjust to Budget

   If necessary, the Consultant shall, in conjunction with the City, and based on the information contained in the Design Development Studies, endeavor to make scope of work changes that will bring proposed work within an acceptable budget range to City.

It is recognized, however, that neither the Consultant nor the City has control over the cost of labor, materials, equipment, or course accessories, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from any Project budget which may have been proposed, established, or approved by the City of from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Consultant.

PHASE II – CONSTURUCTION DOCUMENT PHASE

A. Preparation of Construction Documents

Upon approval by the City of the Design Development Studies, the Consultant shall prepare for City's approval, Construction Documents consisting of the Working Drawings and Specifications necessary for construction of the Project.

Included with the Construction Specification Documents will be instructions setting forth the requirements for the construction of the Project and certain of the responsibilities of the City and the Contractor who is to construct the Project. These shall include the requirement that the Contractor(s) provide the City with drawings of record and project user manuals, as necessary.

The final plans and all plans necessary for construction of the golf course shall be of format deemed appropriate by the Consultant and shall generally include the following:

1. Staking Plan showing proposed centerlines of each golf hole.
2. Clearing Plan, where applicable.
3. Grading Plan, including approximate quantities of earthmoving.
4. Drainage Plans, to be coordinated with engineer preparing master drainage plan, where applicable.
5. Irrigation Plan
6. RO System Plan (if needed)
7. Grassing Plan.
8. Green Details at a scale not less than 1" = 30.0 feet.
9. Appropriate and Customary Construction Details.

B. Technical Specifications

Consultant shall prepare Technical Specifications setting forth the requirements for the construction of the project, duties and responsibilities of the Consultant, and the responsibilities of the City.

It is acknowledged that the Specifications for bridges, cart paths, abutments, walls, and similar items are not the responsibility or obligation of the Consultant and are to be designed by the project engineer, at the City's direction and responsibility.

Consultant will arrange for the preparation of plans and specifications for the irrigation system for the Golf Course by **Larry Rodgers Design Group, Inc**. The expense for the preparation of these plans and specifications is included in this agreement. Consultant will have no liability to City with respect to the design or installation of this system or the operation thereof. Due to technical reasons, City may, at its sole discretion, adopt or not adopt such plans and/or specifications.

C. Other Plans

Other plans which may be supplied at or about time of Construction Document Phase:

1. Conceptual Cart Path Plan

   In the interest of establishing budget parameters and obtaining a bid for cart path work, Golf Course Consultant may choose to prepare a conceptual cart path plan. This plan shall designate the general scope of cart path contemplated. Any cart path design shall consider only matters customarily within the realm of the Golf Course Consultant including circulation, accessibility, concealment and / or other aesthetic matters.

   Golf Course Consultant does not warrant or imply any knowledge of operating characteristics of any proposed golf carts or utility vehicles to be utilized by Owner

nor that golf cart path as designated on plans is sound or sufficient from a vehicular engineering standpoint.

Final design and layout of cart paths is to be done by the City or their designated representative or engineer and are not the responsibility of the Golf Course Designer.

2. Conceptual Landscape Plan

The consultant shall prepare, if applicable and necessary, strategic planting locations as shall affect play on the golf course. Although the actual landscape plan, supervision of the planting and the actual location and plant size and species will be performed by others designated by the City, the Consultant shall have the right of final approval.

PHASE III – BIDDING AND NEGOTIATION PHASE

Kemp Golf Course Design assists the City with Golf Course Contractor bidding and negotiations by providing:

a) Bidding Documents
b) List of Qualified Contractors
c) Assistance at pre-bid meeting and required addenda
d) Bid analysis
e) Bid negotiation and award of contract.

The bidding and negotiation phase shall end when the City has awarded a construction contract for construction of the golf course or any part thereof.

PHASE IV – CONSTRUCTION OBSERVATION PHASE

A. Duration of Construction Phase

The Construction Phase will commence with the award of the Construction Contract and will terminate at the earlier of:

1. a certificate for final payment is issued with respect to the Project; or

2. a stipulated date as set forth in this agreement. This contract and the quoted basic service fee allow for 9 months of construction observation.

B. Contract Documents

The Contract Documents shall consist of the Construction Contract (including the agreement between the City and the Contractor and the conditions of such agreement), the Drawings, the Specifications, change orders, written interpretations, minor changes ordered by the Consultant.

C. Construction Administration

The Consultant shall assist the City in providing administration of the construction of the Project as provided in the Contract Documents.

The Consultant shall consult and assist the City in issuing advice and instructions to the Contractor awarded the construction contract (the "Contractor"). All such instruction shall be issued through the City.

D. Access to Site

The Consultant shall at all times have access to the Project wherever it is in preparation or progress.

E. Construction Observation Services

1. The Consultant shall assist the City by making periodic visits to the site of the Project to familiarize himself generally with the progress and quality of work to determine in general if the Project is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he shall endeavor to identify defects and deficiencies in the work of the contractor. However, the Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connections with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. As used herein, the term "Work" shall mean the construction required by the Contract Documents and shall include all labor used in such construction and all materials, equipment and course accessories incorporated or to be incorporated into such construction.
2. Based on the observation at the site and on the Contractor's application for payment, the Consultant shall assist the City in determining the amount owing to the Contractor under the Contract Documents and shall review and sign Contractor's application for payment in such amounts if requested by the City. Consultant's signature on an application for payment shall constitute a Consultant's observations at the site of the Project on the data compromising the application for payment, that to the best of his knowledge, information, and belief.

    a. the Work has progressed to the point indicated in such application.
    b. the quality of the Work is in accordance with the Contract Documents subject to:

        1. an evaluation of the Project as a functioning whole upon Substantial Completion,
        2. the results of any subsequent tests required by or performed under the Contract Documents,
        3. minor deviations from the Contract Documents correctable prior to Substantial or Final Completion and

4. specific qualifications stated in the certificate of payment.

c. the Contractor is entitled to payment in the amount stated in the certificate for payment.

By issuing a certificate for payment, the Consultant shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid under the Construction Contract.

3. The Consultant shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the City and the Contractor. The Consultant shall make decisions on all claims of the City or Contractor relating to the Project and on all other matters or questions related hereto.

4. The Consultant's decisions on any other claims, matters or questions shall be subject to arbitration as provided in this Agreement. The Consultant shall not be liable for any decision made pursuant to this Subsection that was rendered in good faith.

5. The Consultant shall assist the City in determination of need to reject work that does not conform to the Contract Documents. The Consultant shall not be liable to the City for the consequences of any decision made by the Golf Course Consultant in good faith either to exercise their authority to reject all or any part of the Work.

6. If requested by City, the Consultant shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

7. The Consultant shall assist the City in preparation of change orders for the City's approval and execution and shall have authority to order minor changes in the Work that is not directly inconsistent with the provisions of the Contract Documents.

8. The Consultant shall assist the City in conducting inspections to determine whether Substantial Completion and Final Completion have occurred and the dates thereof, shall receive written guarantees and related documents assembled by the Contractor, and shall issue a final certificate for payment.

"Substantial Completion" shall be deemed to occur when the Consultant on the basis of an inspection of the Project determines that, to the best of his knowledge, information and belief, the Work has been substantially completed in accordance with the terms and conditions of the Contract Documents.

"Final Completion" shall be deemed to occur when the Consultant, on the basis

of an inspection of the Project, determines that, to the best of his knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents.

F. Artistic Effect

The Consultant's decisions in matters relating to artistic effect shall be final if they are not directly inconsistent with the provisions of the Contract Documents.

The Consultant has the right of refusal concerning shaper(s) that will produce final grading for the golf course. If in the opinion of Consultant, the shaper employed by City or Contractor is unable to satisfactorily perform his function, City, or Contractor (as appropriate) shall supply new shaper suitable to Consultant.

G. Golf Course Consultant Not Responsible for Contractor's Actions

The Consultant shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work on the Project.

H. Extent of Responsibilities of Consultant

The extent of the duties, responsibilities, and limitations of authority of the Consultant as the City's responsibilities during construction shall not be modified or extended without the written consent of the City, the Contractor and the Consultant.

FEES AND BILLING

Kemp Golf Course Design will provide the above-described Scope of Services in Task 1 for the total lump sum fee of $475,000.00 (four hundred seventy-five thousand and 00/100 Dollars), as described below.

A. Fee Schedule

TASK 1	**GOLF COURSE RENOVATION**	
	Phase I – Design Development	$66,750.00
	Phase II – Construction Documents	$267,000.00
	Phase III – Bidding and Negotiation	$22,250.00
	Phase IV – Construction Observation	$89,000.00
	Total Professional Services	**$445,000.00**
	***Reimbursable Expenses (Not to Exceed)**	**$30,000.00**
	TOTAL	**$475,000.00**

*__Reimbursable Expenses__ will be in addition to the Professional Service cost. These expenses include reproduction costs, plotting, printing, mounting, mileage, tolls, lodging, meals, express delivery services, etc. All reimbursable expenses will be billed as actual charges and have no administrative surcharge. All permitting, application, and similar project fees will be paid directly by the City.

ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. The Consultant must receive written authorization from the City before any additional services being performed.

ASSUMPTIONS

A. The City will provide, as expeditiously as possible, all base information and electronic files which it currently has in its possession and as necessary to complete the Scope of Services as described herein. All information provided by the City is assumed to be accurate and complete, unless otherwise indicated by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City.

B. The Scope of Services does not include a Topographic or As-Built survey of the project site.

C. The Scope of Services does not include any services associated with preparing an Environmental Assessment or Environmental Impact Statement. It is not anticipated that the project will require any environmental services.

D. This Scope of Services does not include any water agency coordination or permitting with agencies such as TCEQ, FEMA, etc.

E. The Scope of Services does not include preparation of a CLOMAR or LOMR.

F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.

G. It is anticipated that the Certified Golf Course Contractor will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents for bidding and construction.

H. It is assumed that the Certified Golf Course Contractor will be responsible for producing all As-Built drawings required for the Golf Course Renovation project.

I. Irrigation system evaluation and design will be provided by our Irrigation subconsultant: Larry Rodgers Design Group, Inc. All services and fees are included in the above-described Scope of Services and Fee Schedule.

PROFESSIONAL SERVICES AGREEMENT
26003878

THIS AGREEMENT is made and effective the 29 day of April 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Kemp Golf Course Design, LLC ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties.*"

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide professional services necessary for the renovation of the Roadrunner Golf Course and the addition of five (5) practice holes at The Courses at Hogan Park (the "Services") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $475,000.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within

fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from April 15, 2026 until April 14, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

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

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer,

agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

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

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

If to COMPANY: Kemp Golf Course Design, LLC
1513 Cedar Hill Avenue
Dallas, Texas 75208

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

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002, 2274.002 and 2276.002 apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, 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 Kemp Golf Course Design, 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

KEMP GOLF
COURSE DESIGN

Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT

THE COURSES AT HOGAN PARK – THE RENOVATION OF THE ROADRUNNER GOLF COURSE AND THE ADDITION OF FIVE (5) NEW PRACTICE HOLES

Midland, TX

March 20, 2026

Kemp Golf Course Design **("Consultant")** is pleased to submit this agreement to the City of Midland **("City")** for providing professional services for the renovation of the Roadrunner Golf Course and the addition of five (5) Practice Holes at The Courses at Hogan Park located in Midland, Texas.

PROJECT UNDERSTANDING

Kemp Golf Course Design understands the project site is located at 3600 N. Fairgrounds Road within Hogan Park, an approximately 620-acre public park in Midland, Texas. The scope of work includes the preparation of complete construction documents and specifications for the renovation of the **Roadrunner Golf Course** along with the design of **five new practice holes**. The renovation will include a new **golf course irrigation system**, as well as associated grading, drainage, grassing, and feature refinement to improve playability and long-term maintainability.

It is our understanding that the **City of Midland** intends to select and contract with a **Certified Golf Course Contractor** to construct the improvements outlined in the design documents. Kemp Golf Course Design will coordinate closely with City staff and the selected contractor to ensure clear communication, efficient decision-making, and successful implementation of the design.

SCOPE OF SERVICES

The Consultant will provide the services specifically set forth below.

TASK 1 – GOLF COURSE RENOVATION

BASIC SERVICES

The Basic Services consist of the services described in this section, which are to be performed by the Golf Course Consultant during the following four phases of the Project:

(I) the Design Development Phase,
(II) the Construction Documents Phase,
(III) the Bidding and Negotiation Phase and
(IV) the Construction Observation Phase

PHASE I –DESIGN DEVELOPMENT PHASE

A. Design Development Phase

1. Preliminary Construction Drawings

   Consultant shall prepare "Design Development Studies" as an intermediate step between preliminary planning (Golf Course Master Plan) and final construction documents. These may include limited preliminary construction drawings and outline specifications sufficiently in detail, in the opinion of the Course Consultant, to reasonably ascertain the actual scope of construction.

2. Statement of Probable Construction Cost

   Consultant shall submit to the City a statement of the probable construction cost ("Statement of Probable Construction Cost") based on information obtained in the Design Development Studies. This shall represent the Consultant's best judgement of the probable construction cost as a design professional.

3. Adjust to Budget

   If necessary, the Consultant shall, in conjunction with the City, and based on the information contained in the Design Development Studies, endeavor to make scope of work changes that will bring proposed work within an acceptable budget range to City.

It is recognized, however, that neither the Consultant nor the City has control over the cost of labor, materials, equipment, or course accessories, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from any Project budget which may have been proposed, established, or approved by the City of from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Consultant.

PHASE II – CONSTURUCTION DOCUMENT PHASE

A. Preparation of Construction Documents

Upon approval by the City of the Design Development Studies, the Consultant shall prepare for City's approval, Construction Documents consisting of the Working Drawings and Specifications necessary for construction of the Project.

Included with the Construction Specification Documents will be instructions setting forth the requirements for the construction of the Project and certain of the responsibilities of the City and the Contractor who is to construct the Project. These shall include the requirement that the Contractor(s) provide the City with drawings of record and project user manuals, as necessary.

The final plans and all plans necessary for construction of the golf course shall be of format deemed appropriate by the Consultant and shall generally include the following:

1. Staking Plan showing proposed centerlines of each golf hole.
2. Clearing Plan, where applicable.
3. Grading Plan, including approximate quantities of earthmoving.
4. Drainage Plans, to be coordinated with engineer preparing master drainage plan, where applicable.
5. Irrigation Plan
6. RO System Plan (if needed)
7. Grassing Plan.
8. Green Details at a scale not less than 1" = 30.0 feet.
9. Appropriate and Customary Construction Details.

B. Technical Specifications

Consultant shall prepare Technical Specifications setting forth the requirements for the construction of the project, duties and responsibilities of the Consultant, and the responsibilities of the City.

It is acknowledged that the Specifications for bridges, cart paths, abutments, walls, and similar items are not the responsibility or obligation of the Consultant and are to be designed by the project engineer, at the City's direction and responsibility.

Consultant will arrange for the preparation of plans and specifications for the irrigation system for the Golf Course by **Larry Rodgers Design Group, Inc**. The expense for the preparation of these plans and specifications is included in this agreement. Consultant will have no liability to City with respect to the design or installation of this system or the operation thereof. Due to technical reasons, City may, at its sole discretion, adopt or not adopt such plans and/or specifications.

C. Other Plans

Other plans which may be supplied at or about time of Construction Document Phase:

1. Conceptual Cart Path Plan

   In the interest of establishing budget parameters and obtaining a bid for cart path work, Golf Course Consultant may choose to prepare a conceptual cart path plan. This plan shall designate the general scope of cart path contemplated. Any cart path design shall consider only matters customarily within the realm of the Golf Course Consultant including circulation, accessibility, concealment and / or other aesthetic matters.

   Golf Course Consultant does not warrant or imply any knowledge of operating characteristics of any proposed golf carts or utility vehicles to be utilized by Owner

nor that golf cart path as designated on plans is sound or sufficient from a vehicular engineering standpoint.

Final design and layout of cart paths is to be done by the City or their designated representative or engineer and are not the responsibility of the Golf Course Designer.

2. Conceptual Landscape Plan

The consultant shall prepare, if applicable and necessary, strategic planting locations as shall affect play on the golf course. Although the actual landscape plan, supervision of the planting and the actual location and plant size and species will be performed by others designated by the City, the Consultant shall have the right of final approval.

PHASE III – BIDDING AND NEGOTIATION PHASE

Kemp Golf Course Design assists the City with Golf Course Contractor bidding and negotiations by providing:

a) Bidding Documents
b) List of Qualified Contractors
c) Assistance at pre-bid meeting and required addenda
d) Bid analysis
e) Bid negotiation and award of contract.

The bidding and negotiation phase shall end when the City has awarded a construction contract for construction of the golf course or any part thereof.

PHASE IV – CONSTRUCTION OBSERVATION PHASE

A. Duration of Construction Phase

The Construction Phase will commence with the award of the Construction Contract and will terminate at the earlier of:

1. a certificate for final payment is issued with respect to the Project; or

2. a stipulated date as set forth in this agreement. This contract and the quoted basic service fee allow for 9 months of construction observation.

B. Contract Documents

The Contract Documents shall consist of the Construction Contract (including the agreement between the City and the Contractor and the conditions of such agreement), the Drawings, the Specifications, change orders, written interpretations, minor changes ordered by the Consultant.

C. Construction Administration

The Consultant shall assist the City in providing administration of the construction of the Project as provided in the Contract Documents.

The Consultant shall consult and assist the City in issuing advice and instructions to the Contractor awarded the construction contract (the "Contractor"). All such instruction shall be issued through the City.

D. Access to Site

The Consultant shall at all times have access to the Project wherever it is in preparation or progress.

E. Construction Observation Services

1. The Consultant shall assist the City by making periodic visits to the site of the Project to familiarize himself generally with the progress and quality of work to determine in general if the Project is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he shall endeavor to identify defects and deficiencies in the work of the contractor. However, the Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connections with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. As used herein, the term "Work" shall mean the construction required by the Contract Documents and shall include all labor used in such construction and all materials, equipment and course accessories incorporated or to be incorporated into such construction.
2. Based on the observation at the site and on the Contractor's application for payment, the Consultant shall assist the City in determining the amount owing to the Contractor under the Contract Documents and shall review and sign Contractor's application for payment in such amounts if requested by the City. Consultant's signature on an application for payment shall constitute a Consultant's observations at the site of the Project on the data compromising the application for payment, that to the best of his knowledge, information, and belief.

    a. the Work has progressed to the point indicated in such application.
    b. the quality of the Work is in accordance with the Contract Documents subject to:

        1. an evaluation of the Project as a functioning whole upon Substantial Completion,
        2. the results of any subsequent tests required by or performed under the Contract Documents,
        3. minor deviations from the Contract Documents correctable prior to Substantial or Final Completion and

4. specific qualifications stated in the certificate of payment.

c. the Contractor is entitled to payment in the amount stated in the certificate for payment.

By issuing a certificate for payment, the Consultant shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid under the Construction Contract.

3. The Consultant shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the City and the Contractor. The Consultant shall make decisions on all claims of the City or Contractor relating to the Project and on all other matters or questions related hereto.

4. The Consultant's decisions on any other claims, matters or questions shall be subject to arbitration as provided in this Agreement. The Consultant shall not be liable for any decision made pursuant to this Subsection that was rendered in good faith.

5. The Consultant shall assist the City in determination of need to reject work that does not conform to the Contract Documents. The Consultant shall not be liable to the City for the consequences of any decision made by the Golf Course Consultant in good faith either to exercise their authority to reject all or any part of the Work.

6. If requested by City, the Consultant shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

7. The Consultant shall assist the City in preparation of change orders for the City's approval and execution and shall have authority to order minor changes in the Work that is not directly inconsistent with the provisions of the Contract Documents.

8. The Consultant shall assist the City in conducting inspections to determine whether Substantial Completion and Final Completion have occurred and the dates thereof, shall receive written guarantees and related documents assembled by the Contractor, and shall issue a final certificate for payment.

"Substantial Completion" shall be deemed to occur when the Consultant on the basis of an inspection of the Project determines that, to the best of his knowledge, information and belief, the Work has been substantially completed in accordance with the terms and conditions of the Contract Documents.

"Final Completion" shall be deemed to occur when the Consultant, on the basis

of an inspection of the Project, determines that, to the best of his knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents.

F. Artistic Effect

The Consultant's decisions in matters relating to artistic effect shall be final if they are not directly inconsistent with the provisions of the Contract Documents.

The Consultant has the right of refusal concerning shaper(s) that will produce final grading for the golf course. If in the opinion of Consultant, the shaper employed by City or Contractor is unable to satisfactorily perform his function, City, or Contractor (as appropriate) shall supply new shaper suitable to Consultant.

G. Golf Course Consultant Not Responsible for Contractor's Actions

The Consultant shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work on the Project.

H. Extent of Responsibilities of Consultant

The extent of the duties, responsibilities, and limitations of authority of the Consultant as the City's responsibilities during construction shall not be modified or extended without the written consent of the City, the Contractor and the Consultant.

FEES AND BILLING

Kemp Golf Course Design will provide the above-described Scope of Services in Task 1 for the total lump sum fee of $475,000.00 (four hundred seventy-five thousand and 00/100 Dollars), as described below.

A. Fee Schedule

TASK 1	**GOLF COURSE RENOVATION**	
	Phase I – Design Development	$66,750.00
	Phase II – Construction Documents	$267,000.00
	Phase III – Bidding and Negotiation	$22,250.00
	Phase IV – Construction Observation	$89,000.00
	Total Professional Services	**$445,000.00**
	***Reimbursable Expenses (Not to Exceed)**	**$30,000.00**
	TOTAL	**$475,000.00**

*__Reimbursable Expenses__ will be in addition to the Professional Service cost. These expenses include reproduction costs, plotting, printing, mounting, mileage, tolls, lodging, meals, express delivery services, etc. All reimbursable expenses will be billed as actual charges and have no administrative surcharge. All permitting, application, and similar project fees will be paid directly by the City.

ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. The Consultant must receive written authorization from the City before any additional services being performed.

ASSUMPTIONS

A. The City will provide, as expeditiously as possible, all base information and electronic files which it currently has in its possession and as necessary to complete the Scope of Services as described herein. All information provided by the City is assumed to be accurate and complete, unless otherwise indicated by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City.

B. The Scope of Services does not include a Topographic or As-Built survey of the project site.

C. The Scope of Services does not include any services associated with preparing an Environmental Assessment or Environmental Impact Statement. It is not anticipated that the project will require any environmental services.

D. This Scope of Services does not include any water agency coordination or permitting with agencies such as TCEQ, FEMA, etc.

E. The Scope of Services does not include preparation of a CLOMAR or LOMR.

F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.

G. It is anticipated that the Certified Golf Course Contractor will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents for bidding and construction.

H. It is assumed that the Certified Golf Course Contractor will be responsible for producing all As-Built drawings required for the Golf Course Renovation project.

I. Irrigation system evaluation and design will be provided by our Irrigation subconsultant: Larry Rodgers Design Group, Inc. All services and fees are included in the above-described Scope of Services and Fee Schedule.

City Council Meeting

Item Number: 7.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF SIX REFUSE TRUCKS FROM BDR PREFERRED HOLDINGS, LLC D/B/A ROBERTS TRUCK CENTER THROUGH SOURCEWELL AT A TOTAL COST OF $1,867,442.26; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of six (6) Refuse Trucks from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract #032824-NVS for a total cost of $1,867,442.26 for the Solid Waste Department.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Garage Fund Operating Budget.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends purchasing six (6) Refuse Truck from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract #032824-NVS. We are members of the Sourcewell 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 refer to the memo from Manuel Salinas, Garage Superintendent, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of six (6) Refuse Truck from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract #032824-NVS for a total cost of $1,867,442.26.

Attachments:
A. IO MEMO - 2026 memo for six refuse trucks updated specs
B. RESO W EXH - Sourcewell - Refuse Trucks Reso w Exh
C. quote (3)

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Contract #032824-NVS

DATE: 04/14/2026

Fleet services are requesting the purchase of (6) six new refuse trucks for the Solid Waste Department. These new trucks will be replacements for trucks that have gone past the useful serviceable life. Due to the age and usage and the wear and tear on these trucks they are becoming very costly to maintain. Budgeted amount for FY2026 is $2,160.000 for the purchase of (6) six new refuse trucks.

Roberts Truck Center has submitted a quote through Sourcewell contract #032824-NVS in the amount of $1,867,442.26 for the purchase of 6 new refuse trucks.

Fleet services accept this bid which meets all specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF SIX REFUSE TRUCKS FROM BDR PREFERRED HOLDINGS, LLC D/B/A ROBERTS TRUCK CENTER THROUGH SOURCEWELL AT A TOTAL COST OF $1,867,442.26; AND AUTHORIZING PAYMENT

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

WHEREAS, BDR Preferred Holdings, LLC D/B/A Roberts Truck Center ("Company") has submitted a total proposed cost to the City of $1,867,442.26 for the purchase of six (6) refuse trucks (the "Equipment"), through Sourcewell, as shown on the proposal that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by the Company for the purchase of the Equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Equipment from Company through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Equipment from Company through Sourcewell at a total cost of $1,867,442.26.

SECTION TWO. Funding shall be available in the Garage Fund Operating Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company for the purchase of the Equipment from available funds in the Garage Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

INTERNATIONAL

Sourcewell
Awarded Contract
Contract # 032824-NVS

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	P.O. Box 1152	10101 W I-20
City/State/Zip:	Midland, TX 79702	Midland, TX 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexas.gox	clay.nelson@robertstruck.com

Proposal Number	4886
Date	4/7/2026
Quantity of this Specification	6
Single Sourcewell Transaction Total Volume	

Chassis			
New 2027 International HV615 6x4 Chassis			$ 265,132.00
Base Chassis List	$ 226,045.00		
Options List	$ 39,087.00		
Sourcewell Contract Discount		48.2%	$ (127,793.62)
Volume Incentive			$ -
Tarriffs or Raw Materials Increase			$ -
Net Sourcewell Chassis Price			$ 137,338.38
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
Kann 29yd Left Hand Refuse Body			$ 156,647.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee			$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Flooring Coverage			$ 4,500.00
			$ -
Additional Fees & Taxes			
Spare Key / Tire / Wheel, Fuel, VIT			$ 3,255.00
G-6630 International Tariff-Driver Surcharge			$ 9,500.00
			$ -
Final Sourcewell Per Vehicle Price FOB Guttenburg, IA			**$ 311,240.38**
Final Sourcewell Total Vehicle(s) Price			**$ 1,867,442.26**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

INTERNATIONAL

Sourcewell
Awarded Contract
Contract # 032824-NVS

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	P.O. Box 1152	10101 W I-20
City/State/Zip:	Midland, TX 79702	Midland, TX 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexas.gox	clay.nelson@robertstruck.com

Proposal Number	4886
Date	4/7/2026
Quantity of this Specification	6
Single Sourcewell Transaction Total Volume	

Chassis			
New 2027 International HV615 6x4 Chassis			$ 265,132.00
Base Chassis List	$ 226,045.00		
Options List	$ 39,087.00		
Sourcewell Contract Discount		48.2%	$ (127,793.62)
Volume Incentive			$ -
Tarriffs or Raw Materials Increase			$ -
Net Sourcewell Chassis Price			$ 137,338.38
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
Kann 29yd Left Hand Refuse Body			$ 156,647.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee			$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Flooring Coverage			$ 4,500.00
			$ -
Additional Fees & Taxes			
Spare Key / Tire / Wheel, Fuel, VIT			$ 3,255.00
G-6630 International Tariff-Driver Surcharge			$ 9,500.00
			$ -
Final Sourcewell Per Vehicle Price FOB Guttenburg, IA			**$ 311,240.38**
Final Sourcewell Total Vehicle(s) Price			**$ 1,867,442.26**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

City Council Meeting

Item Number: 8.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,733,792.14; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of cars and light trucks for a total cost of $1,733,792.14.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Garage Fund Operating Budget.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The City Manager approved specifications and authorized advertisement for bids for six (6) full size ½ ton regular cab pickups, one (1) full size ½ ton extended cab pickup, one (1) full size ½ ton extended cab pickup 4X4, one (1) full size ½ ton extended cab pickup with lift tailgate, one (1) full size ½ ton crew cab pickup 4X4, five (5) full size ½ ton crew cab pickups, one (1) full size ¾ ton regular cab 4X4, two (2) full size ¾ ton extended cab 2WD, one (1) full size ¾ ton extended cab 4X4, one (1) full size ¾ ton crew cab 2WD with lift tailgate, one (1) full size ¾ ton crew cab 4X4, two (2) regular 1 ton C&C with flatbed 4X4, one (1) regular 1 ton C&C with utility body, crane, and VMAC air compressor 4X4, one (1) 1 ton crew cab with a 2–3 yard dump body and lift tailgate, one (1) 1 ton crew cab with utility body, crane, lift gate, and diesel engine 4X4, two (2) base model full-size SUVs 2WD, one (1) base model full-size SUV 4WD, two (2) mid-size SUVs 2WD, two (2) mid-size SUVs 4X4/AWD, and three(3) high roof/high top cargo vans. All vehicles are replacements for the exception of one (1) full size ½ ton crew cab pickup for Engineering, one (1) full size ½ ton pickup for MLK center, and one (1) full size ½ ton pickup for the Sports Complex.

Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of vehicles as shown below:

Item	Dealership	Total Cost
1	Rogers Ford Sales Inc. of Midland, Texas	$213,300.00
2	Sames Laredo Chevrolet, Inc of Laredo, Texas	$38,303.00
3	Caldwell Country Chevrolet of Rockdale, Texas	$41,380.57
4	Sames Laredo Chevrolet, Inc of Laredo, Texas	$42,214.00
5	Rogers Ford Sales Inc. of Midland, Texas	$44,440.00
6	Rogers Ford Sales Inc. of Midland, Texas	$204,350.00
7	Grapevine DCJ, LLC of Grapevine, Texas	$44,167.00
8	Platinum Ford North of Pilot Point, Texas	$89,829.50
9	Rogers Ford Sales Inc. of Midland, Texas	$42,910.00
10	Grapevine DCJ, LLC of Grapevine, Texas	$50,399.00
11	Grapevine DCJ, LLC of Grapevine, Texas	$53,041.00
12	Caldwell Country Chevrolet of Rockdale, Texas	$110,875.76
13	Caldwell Country Chevrolet of Rockdale, Texas	$92,510.06
14	Caldwell Country Chevrolet of Rockdale, Texas	$75,491.68
15	Sames Laredo Chevrolet, Inc of Laredo, Texas	$106,906.00
16	One Nation Distribution LLC of Volant, Pennsylvania	$117,978.00
17	Caldwell Country Chevrolet of Rockdale, Texas	$61,880.57
18	Grapevine DCJ, LLC of Grapevine, Texas	$72,640.00
19	Grapevine DCJ, LLC of Grapevine, Texas	$75,176.00
20	Team Sewell Fleet Sales of Odessa, Texas	$156,000.00
	Total Cost for all vehicles	**$1,733,792.14**

Attachments:

A. IO MEMO - memo for trucks and suvs's 2026
B. RESO W EXH - Yearly Vehicle Purchase Reso w Exh
C. 26003139 Bid Tab

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Bid proposal 26003139 for Light Trucks and SUV's

DATE: 4/17/2026

Item 1: Fleet Services requests approval to purchase six (6) full-size ½-ton regular cab pickups to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget includes $252,150 for this acquisition. Rogers Ford Sales Inc. is the apparent low bidder, submitting a proposal of $213,300 for the six pickups. Fleet Services has reviewed the bid and recommends acceptance, as it meets all required specifications.

Item 2: Fleet Services is requesting the purchase of one (1) ½-ton extended cab pickup to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $54,150 for this purchase. Sames Laredo Chevrolet, Inc. is the apparent low bidder, having submitted a proposal of $38,303 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 3: Fleet Services is requesting the purchase of one (1) ½-ton extended cab 4-wheel drive pickup to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $62,200 for this purchase. Caldwell Country Chevrolet is the apparent low bidder, having

submitted a proposal of $41,380.57 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 4: Fleet Services is requesting the purchase of one (1) ½-ton extended cab pickup equipped with a lift gate to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $61,500 for this purchase. Sames Laredo Chevrolet, Inc. is the apparent low bidder, having submitted a proposal of $42,214 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 5: Fleet Services is requesting the purchase of one (1) ½-ton crew cab 4-wheel drive pickup to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $64,300 for this purchase. Rogers Ford Sales Inc. is the apparent low bidder, having submitted a proposal of $44,440 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 6: Fleet Services is requesting the purchase of five (5) ½-ton crew cab pickups to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget allocates $294,550 for this purchase. Rogers Ford Sales Inc. is the apparent low bidder, having submitted a proposal in the amount of $204,350 for the five vehicles. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 7: Fleet Services is requesting the purchase of one (1) ¾-ton regular cab 4-wheel drive pickup to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $57,450 for this purchase. Grapevine DCJ, LLC is the apparent low bidder, having submitted a proposal of $44,167 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 8: Fleet Services is requesting the purchase of two (2) ¾-ton extended cab pickups to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget allocates $118,900 for this purchase. Platinum Ford North is the apparent low bidder, having submitted a proposal of $89,829.50 for the two vehicles. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 9: Fleet Services is requesting the purchase of one (1) ¾-ton extended cab 4-wheel drive pickup to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $60,100 for this

purchase. Rogers Ford Sales Inc. is the apparent low bidder, having submitted a proposal of $42,910 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 10: Fleet Services is requesting the purchase of one (1) ¾-ton crew cab pickup equipped with a lift gate to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $69,500 for this purchase. Grapevine DCJ LLC is the apparent low bidder, having submitted a proposal of $50,399 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 11: Fleet Services is requesting the purchase of one (1) ¾-ton crew cab 4-wheel drive pickup to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $68,300 for this purchase. Grapevine DCJ LLC is the apparent low bidder, having submitted a proposal of $53,041 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 12: Fleet Services is requesting the purchase of two (2) 1-ton regular cab 4-wheel drive cab and chassis with flatbed bodies to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget allocates $157,000 for this purchase. Caldwell Country Chevrolet is the apparent low bidder, having submitted a proposal of $110,875.76 for the two vehicles. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 13: Fleet Services is requesting the purchase of one (1) 1-ton regular cab 4-wheel drive cab and chassis with a utility body to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $118,000 for this purchase. Caldwell Country Chevrolet is the apparent low bidder, having submitted a proposal of $92,510.06 for the vehicle. Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 14: Fleet Services is requesting the purchase of one (1) 1-ton crew cab truck equipped with a 2–3-yard dump body and lift gate to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $110,510 for this purchase. Caldwell Country Chevrolet is the apparent low bidder, having submitted a proposal of $75,491.68 for the vehicle.

Fleet Services has reviewed and accepts this bid, as it meets all required specifications.

Item 15: Fleet Services is requesting approval to purchase one (1) 4 wheel drive 1-ton crew cab diesel truck equipped with a utility body and lift gate. This unit will replace a vehicle that was previously transferred from the City Garage to the Fire Department for use by their fire technician. The FY26 budget allocates $122,800 for this purchase. Sames Laredo Chevrolet, Inc., the apparent low bidder, submitted a proposal in the amount of $106,906 for the specified vehicle. Fleet Services recommends accepting the bid from Sames Laredo Chevrolet, Inc., as it meets all required specifications.

Item 16: Fleet Services is requesting approval to purchase two (2) full-size SUVs to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget allocates $104,700 for the purchase of two full-size SUVs. One Nation Distribution LLC, the apparent low bidder, submitted a bid proposal in the amount of $117,978. Fleet Services recommends accepting the bid from One Nation Distribution LLC, as it meets all required specifications.

Item 17: Fleet Services is requesting approval to purchase one (1) full-size four-wheel drive SUV to replace a unit that has exceeded its useful life due to age and normal wear and tear. The FY26 budget allocates $60,800 for this purchase. Caldwell Country Chevrolet, the apparent low bidder, submitted a bid proposal in the amount of $61,880.57. Fleet Services recommends accepting the bid from Caldwell Country Chevrolet, as it meets all required specifications..

Item 18: Fleet Services is requesting approval to purchase two (2) mid-size SUVs to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget allocates $84,000 for this purchase. Grapevine DCJ LLC, the apparent low bidder, submitted a bid proposal in the amount of $72,640. Fleet Services recommends accepting the bid from Grapevine DCJ LLC, as it meets all required specifications.

Item 19: Fleet Services is requesting approval to purchase two (2) mid-size four-wheel drive SUVs to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget allocates $105,000 for this purchase. Grapevine DCJ LLC, the apparent low bidder, submitted a bid proposal in the amount of $75,176 for the purchase of two mid-size four-wheel drive SUVs. Fleet Services recommends accepting the bid from Grapevine DCJ LLC, as it meets all required specifications.

Item 20: Fleet Services is requesting approval to purchase three (3) high-top cargo vans to replace units that have exceeded their useful life due to age and normal wear and tear. The FY26 budget allocates $282,000 for this purchase. Although Caldwell Country Chevrolet was the apparent low bidder, the submitted vehicles did not meet specifications, as they were not high-top vans. Team Sewell Fleet Sales, the second-lowest bidder, submitted a compliant bid proposal in the amount of $156,000. Fleet Services recommends accepting the bid from Team Sewell Fleet Sales, as it meets all required specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,733,792.14; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for the purchase of various vehicles for the General Services Department; and

WHEREAS, Bid No. 26003139 was opened on April 9, 2026 with the lowest and most advantageous bids being submitted by the following bidders, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes:

Item	Dealership	Total Cost
1	Rogers Ford Sales Inc. of Midland, Texas	$213,300.00
2	Sames Laredo Chevrolet, Inc of Laredo, Texas	$38,303.00
3	Caldwell Country Chevrolet of Rockdale, Texas	$41,380.57
4	Sames Laredo Chevrolet, Inc of Laredo, Texas	$42,214.00
5	Rogers Ford Sales Inc. of Midland, Texas	$44,440.00
6	Rogers Ford Sales Inc. of Midland, Texas	$204,350.00
7	Grapevine DCJ, LLC of Grapevine, Texas	$44,167.00
8	Platinum Ford North of Pilot Point, Texas	$89,829.50
9	Rogers Ford Sales Inc. of Midland, Texas	$42,910.00
10	Grapevine DCJ, LLC of Grapevine, Texas	$50,399.00
11	Grapevine DCJ, LLC of Grapevine, Texas	$53,041.00
12	Caldwell Country Chevrolet of Rockdale, Texas	$110,875.76
13	Caldwell Country Chevrolet of Rockdale, Texas	$92,510.06
14	Caldwell Country Chevrolet of Rockdale, Texas	$75,491.68
15	Sames Laredo Chevrolet, Inc of Laredo, Texas	$106,906.00
16	One Nation Distribution LLC of Volant, Pennsylvania	$117,978.00
17	Caldwell Country Chevrolet of Rockdale, Texas	$61,880.57
18	Grapevine DCJ, LLC of Grapevine, Texas	$72,640.00
19	Grapevine DCJ, LLC of Grapevine, Texas	$75,176.00
20	Team Sewell Fleet Sales of Odessa, Texas	$156,000.00
	Total Cost for all vehicles	**$1,733,792.14**

; and

WHEREAS, the City Council finds the prices proposed by the respective bidders to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said vehicles from the respective bidders listed herein;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the above-referenced vehicles from the respective bidders listed herein for a total cost of $1,733,792.14.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay the respective bidders for said vehicles from funds available in the Garage Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2026 by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Toyota of Midland					
		Total Cost	$547,274.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	No Bid					
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$44,011.00	17/22	Toyota Tundra SR		See Attached	$44,011.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$45,204.00	17/22	Toyota Tundra SR		See Attached	$45,204.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1		No Bid				$0.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$45,022.00	17/22	Toyota Tundra SR		See Attached	$45,022.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$45,025.00	18/2323	Toyota Tundra SR 4X2		See Attached	$225,125.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	No Bid		No Bid			$0.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid		No Bid			$0.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	No Bid		No Bid			$0.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	No Bid		No Bid			$0.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	No Bid		No Bid			$0.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	No Bid		No Bid			$0.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid		No Bid			$0.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid		No Bid			$0.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid		No Bid			$0.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid		No Bid			$0.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid		No Bid			$0.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$46,078.00	19/25			Se Attached	$92,156.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$47,878.00	19/25			Se Attached	$95,756.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid					$0.00

Bidding Summary

248 Bids were issued
42 Document Takers
0 No Bids Received
10 Bids listed above
280 Bidders did not respond

Exhibit A

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Caldwell Country Chevrolet					
		Total Cost	$1,756,389					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	37,280.57	18/21	2026 CHEVROLET SILVERADO 1500 (CC10703) 2WD REG CAB 126" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$223,683.42
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	38,980.57	18/21	2026 CHEVROLET SILVERADO 1500 (CC10703) 2WD DOUBLE CAB 147" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$38,980.57
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$ 41,380.57	17/21	2026 CHEVROLET SILVERADO 1500 (CK10753) 4WD DOUBLE CAB 147" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$41,380.57
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	46,093.09	18/21	2026 CHEVROLET SILVERADO 1500 (CC10753) 2WD DOUBLE CAB 147" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$46,093.09
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	46,580.57	15/19	2026 CHEVROLET SILVERADO 1500 (CK10743) 4WD CREW CAB 157" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$46,580.57
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	41,080.57	18/21	2026 CHEVROLET SILVERADO 1500 (CC10743) 2WD CREW CAB 157" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$205,402.85
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	45,980.57	N/A	2026 CHEVROLET SILVERADO 2500HD (CC20903) 2WD REG CAB 142" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$45,980.57
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	46,780.57	N/A	2026 CHEVOLRET SILVERADO 2500HD (CC20953) 2WD DOUBLE CAB 162" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$93,561.14
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	48,880.57	N/A	2026 CHEVROLET SILVERADO 2500HD (CK20953) 4WD DOUBLE CAB 162" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$48,880.57
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	55,131.36	N/A	2026 CHEVROLET SILVERADO 2500HD (CC20943) 2WD CREW CAB 172" WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$55,131.36
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	57,131.36	N/A	2026 CHEVROLET SILVERADO 2500HD (CK20943)	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$57,131.36
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	55,437.88	N/A	4WD CREW CAB 172" WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$110,875.76
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	92,510.06	N/A	2026 CHEVROLET 3500HD CHASSIS-CAB (CK31003) 4WD REG CAB 146" WB, 60" CA WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$92,510.06
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	75,491.68	N/A	2026 CHEVROLET 3500HD CHASSIS-CAB (CC31043) 2WD CREW CAB 177" WB, 60" CA WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$75,491.68
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	110,063.72	N/A	2026 CHEVROLET 3500HD CHASSIS-CAB (CK31043) 4WD CREW CAB 177" WB, 60" CA WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$110,063.72
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	59,080.57	15/20	2026 CHEVROLET TAHOE (CC10706) 2WD LS	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$118,161.14
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	61,880.57	14/18	2026 CHEVROLET TAHOE (CK10706) 4WD LS	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$61,880.57
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	39,900.00	20/26	2026 CHEVROLET TRAVERSE (1LB56) FWD 4 DR LT	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$79,800.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	41,800.00	20/24	2026 CHEVROLET TRAVERSE (1LB56) AWD 4 DR LT	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$83,600.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	40,400.00	N/A	2026 CHEVROLET EXPRESS CARGO VAN (CG23705) RWD 155"	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$121,200.00

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Caldwell Country Ford					
		Total Cost	$1,081,691.07					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$37,380.57	N/A	2026 CHEVROLET FORD F-150 (F1K) XL 2WD REG CAB 8' BOX	90-120 DAYS	FACTORY WARRANTY: 3 YEARS/36,000 MILES POWETRAIN: 5 YRS/100,000 MILES	$224,283.42
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$41,680.57	N/A	2026 FORD F-150 (X1K) XL 2WD SUPERCAB 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$41,680.57
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$45,080.57	N/A	2026 FORD F-150 (X1L) XL 4WD SUPERCAB 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$45,080.57
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$48,793.09	N/A	2026 FORD F-150 (X1K) XL 2WD SUPERCAB 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$48,793.09
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$47,280.57	N/A	2026 FORD F-150 (W1L) XL 4WD SUPERCREW 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$47,280.57
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$45,580.57	N/A	2026 FORD SUPER DUTY F-250 SRW (F2B) XL 4WD REG CAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$227,902.85
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$45,580.57	N/A	2026 FORD SUPER DUTY F-250 SRW (F2B) XL 4WD REG CAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$45,580.57
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$48,480.57	N/A	2026 FORD SUPER DUTY F-250 SRW (X2B) XL 4WD SUPERCAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$48,480.57
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$54,331.36	N/A	2026 FORD SUPER DUTY F-250 SRW (W2A) XL 2WD CREW CAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$54,331.36
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$60,337.88	N/A	2026 FORD SUPER DUTY F-350 DRW (F3H) XL 4WD REG CAB 169" WB 84" CA	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$120,675.76
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	$97,410.06	N/A	2026 FORD SUPER DUTY F-350 DRW (F3H) XL 4WD REG CAB 169" WB 84" CA	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$97,410.06
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	$80,191.68	N/A	2026 FORD SUPER DUTY F-350 DRW (W3G) XL 2WD CREW CAB 179" WB 60" CA	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$80,191.68
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Frontier					
		Total Cost	$1,057,931.18					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$50,972.00	17/24	Ram 1500	4 weeks	3 year 36,000	$50,972.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$47,880.00	20/25	Ram 1500	4 weeks	3 year 36,000	$239,400.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$50,844.00	NA	Ram 2500	4 weeks	3 year 36,000	$50,844.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$56,116.83	NA	Ram2500	4 weeks	3 year 36,000	$56,116.83
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$58,627.83	na	Ram 2500	4 weeks	3 year 36,000	$58,627.83
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$62,367.26	NA	Ram 3500	4 weeks	3 year 36,000	$124,734.52
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	$104,176.70	NA	Ram 3500	4 weeks	3 year 36,000	$104,176.70
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	$87,954.80	NA	Ram3500	12 WEEKS	3 year 36,000	$87,954.80
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	$125,864.50	NA	RAM 4500	6 Weeks	3 year 36,000	$125,864.50
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	$ 53,080.0	NA	Ram 2500	4 weeks	3 year 36,000	$159,240.00

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Grapevine DCJ, LLC					
		Total Cost	$1,011,635.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$41,927.00	19/24	RAM 1500 QUAD CAB	90-120	3/36 5/100 LTD POWERTRAIN	$41,927.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$41,869.00	19/24	RAM 1500 QUAD CAB	90-120	3/36 5/100 LTD POWERTRAIN	$41,869.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$46,244.00	19/24	RAM 1500 QUAD CAB	90-120	3/36 5/100 LTD POWERTRAIN	$46,244.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$46,907.00	18/24	RAM 1500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$46,907.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$43,106.00	18/24	RAM 1500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$215,530.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$44,167.00	na	RAM 2500 REG CAB	90-120	3/36 5/100 LTD POWERTRAIN	$44,167.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	$45,824.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$91,648.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$48,466.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$48,466.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$50,399.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$50,399.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$53,041.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$53,041.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	$60,207.00	17/24	JEEP GRAND WAGONEER	70-135	3/36 5/100 LTD POWERTJEIN	$120,414.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	$63,207.00	17/23	JEEP GRAND WAGONEER	70-135	3/36 5/100 LTD POWERTJEIN	$63,207.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$36,320.00	18/25	DODGE DURANGO	70-135	3/36 5/100 LTD POWERTDOIN	$72,640.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$37,588.00	17/24	DODGE DURANGO	70-135	3/36 5/100 LTD POWERTDOIN	$75,176.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			One Nation Distribution LLC					
		Total Cost	$2,276,604.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$47,989.00	16-24	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$287,934.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$47,989.00	17-25	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$47,989.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$54,989.00	16-24	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$54,989.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$52,989.00	17-25	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$52,989.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$52,989.00	16-24	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$52,989.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$52,989.00	16-24	2025 FORD F150 4WD	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$264,945.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$57,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$57,989.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	$56,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$113,978.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$57,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$57,989.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$59,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$59,989.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$58,989.00	N/A	2025 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$58,989.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$74,989.00	N/A	2025 FORD F350	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$149,978.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	$199,989.00	N/A	2025 FORD F550	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$199,989.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate (1 each) Spec. 14.0	1	$87,989.00	N/A	2026 FORD F350	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$87,989.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	$203,989.00	N/A	2025 FORD F550	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$203,989.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	$58,989.00	15-20	2026 CHEVROLET TAHOE	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$117,978.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	$67,989.00	15-19	2026 CHEVROLET TAHOE	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$67,989.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$36,989.00	20-29	2026 FORD EXPLORER	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$73,978.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$41,989.00	20-27	2026 FORD EXPLORER	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$83,978.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	$59,989.00	N/A	2026 FORD TRANSIT 350	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$179,967.00

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Platinum Ford North					
		Total Cost	$1,654,173.50					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$38,671.75	TBD	FORD	90-110	3/36000 5/60000	$232,030.50
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$41,162.75	TBD	FORD	90-110	3/36000 5/60000	$41,162.75
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$44,611.75	TBD	FORD	90-110	3/36000 5/60000	$44,611.75
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$47,862.75	TBD	FORD	90-110	3/36000 5/60000	$47,862.75
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$47,559.75	TBD	FORD	90-110	3/36000 5/60000	$47,559.75
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$42,782.75	TBD	FORD	90-110	3/36000 5/60000	$213,913.75
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$48,290.75	TBD	FORD	90-110	3/36000 5/60000	$48,290.75
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	$44,914.75	TBD	FORD	90-110	3/36000 5/60000	$89,829.50
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$50,140.75	TBD	FORD	90-110	3/36000 5/60000	$50,140.75
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$55,891.75	TBD	FORD	90-110	3/36000 5/60000	$55,891.75
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$58,427.75	TBD	FORD	90-110	3/36000 5/60000	$58,427.75
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$65,633.75	TBD	FORD	90-110	3/36000 5/60000	$131,267.50
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	$80,812.75	TBD	FORD	90-110	3/36000 5/60000	$80,812.75
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	$62,445.75	TBD	FORD	90-110	3/36000 5/60000	$124,891.50
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	$65,183.75	TBD	FORD	90-110	3/36000 5/60000	$65,183.75
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$38,026.75	TBD	FORD	90-110	3/36000 5/60000	$76,053.50
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$40,030.75	TBD	FORD	90-110	3/36000 5/60000	$80,061.50
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	$55,393.75	TBD	FORD	90-110	3/36000 5/60000	$166,181.25

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Rogers Ford Sales inc.					
		Total Cost	$688,080.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$35,550.00	21/25	FORD F150	46266	3YR 36K-5YR 60K	$213,300.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$40,400.00	21/25	FORD F150	46266	3YR 36K-5YR 60K	$40,400.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$42,910.00	18/22	FORD F150	46266	3YR 36K-5YR 60K	$42,910.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$44,440.00	18/22	FORD F150	46266	3YR 36K-5YR 60K	$44,440.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$40,870.00	18/22	FORD F150	46266	3YR 36K-5YR 60K	$204,350.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$46,640.00	NA	FORD F350	46266	3YR 36K-5YR 60K	$46,640.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$42,910.00	Na	FORD F250	46266	3YR 36K-5YR 60K	$42,910.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$53,130.00	na	FORD F250	46266	3YR 36K-5YR 60K	$53,130.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Sames Laredo Chevrolet, Inc					
		Total Cost	$1,651,268					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	37,217.00	18/21	Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck	305-365 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$223,302.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	38,303.00	18/21	1500 (CC10753) 2WD Double Cab 147" Work Truck	395-460 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$38,303.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	44,375.00	17/20	1500 (CK10753) 4WD Double Cab 147" Work Truck	395-460 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$44,375.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	42,214.00	17/20	1500 (CC10753) 2WD Double Cab 147" Work Truck	395-460 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$42,214.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	47,511.00	19/24	Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$47,511.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	41,439.00	18/24	Chevrolet Silverado 1500 (CC10743) 2WD Crew Cab 157" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$207,195.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	47,846.00	14/18	Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$47,846.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	46,346.00	14/18	Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$92,692.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	48,487.00	14/18	Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$48,487.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	52,547.00	14/18	Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck	120-150 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$52,547.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	54,688.00	N/A	Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$54,688.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	57,837.00	N/A	Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck	120-150 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$115,674.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	109,147.00	N/A	Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck	180-220 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$109,147.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	79,150.00	N/A	Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck	180-220 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$79,150.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	106,906.00	N/A	Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck	180-220 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$106,906.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	59,533.00	18/21	Chevrolet Tahoe (CC10706) 2WD 4dr LS	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$119,066.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	62,805.00	17/20	Chevrolet Tahoe (CK10706) 4WD 4dr LS	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$62,805.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	38,915.00	20/29	Chevrolet Traverse (1LB56) FWD 4dr LT w/1LT	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$77,830.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	40,765.00	18/24	Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$81,530.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Team Sewell Fleet Sales					
		Total Cost	$1,624,000					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	41,000.00	No Bid	No Bid	No Bid	No Bid	$246,000.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	45,000.00	No Bid	No Bid	No Bid	No Bid	$45,000.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	49,000.00	No Bid	No Bid	No Bid	No Bid	$49,000.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	57,000.00	No Bid	No Bid	No Bid	No Bid	$57,000.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	50,000.00	No Bid	No Bid	No Bid	No Bid	$50,000.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	46,500.00	No Bid	No Bid	No Bid	No Bid	$232,500.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	49,500.00	No Bid	No Bid	No Bid	No Bid	$49,500.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	49,500.00	No Bid	No Bid	No Bid	No Bid	$99,000.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	52,000.00	No Bid	No Bid	No Bid	No Bid	$52,000.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	57,000.00	No Bid	No Bid	No Bid	No Bid	$57,000.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	54,000.00	No Bid	No Bid	No Bid	No Bid	$54,000.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	65,000.00	No Bid	No Bid	No Bid	No Bid	$130,000.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	63,000.00	No Bid	No Bid	No Bid	No Bid	$126,000.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	65,000.00	No Bid	No Bid	No Bid	No Bid	$65,000.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	38,000.00	No Bid	No Bid	No Bid	No Bid	$76,000.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	40,000.00	No Bid	No Bid	No Bid	No Bid	$80,000.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	52,000.00	No Bid	No Bid	No Bid	No Bid	$156,000.00

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Toyota of Midland					
		Total Cost	$547,274.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	No Bid					
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$44,011.00	17/22	Toyota Tundra SR		See Attached	$44,011.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$45,204.00	17/22	Toyota Tundra SR		See Attached	$45,204.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1		No Bid				$0.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$45,022.00	17/22	Toyota Tundra SR		See Attached	$45,022.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$45,025.00	18/2323	Toyota Tundra SR 4X2		See Attached	$225,125.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	No Bid		No Bid			$0.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid		No Bid			$0.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	No Bid		No Bid			$0.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	No Bid		No Bid			$0.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	No Bid		No Bid			$0.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	No Bid		No Bid			$0.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid		No Bid			$0.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid		No Bid			$0.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid		No Bid			$0.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid		No Bid			$0.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid		No Bid			$0.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$46,078.00	19/25			Se Attached	$92,156.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$47,878.00	19/25			Se Attached	$95,756.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid					$0.00

Bidding Summary

248 Bids were issued
42 Document Takers
0 No Bids Received
10 Bids listed above
280 Bidders did not respond

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Caldwell Country Chevrolet					
		Total Cost	$1,756,389					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	37,280.57	18/21	2026 CHEVROLET SILVERADO 1500 (CC10703) 2WD REG CAB 126" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$223,683.42
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	38,980.57	18/21	2026 CHEVROLET SILVERADO 1500 (CC10703) 2WD DOUBLE CAB 147" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$38,980.57
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$ 41,380.57	17/21	2026 CHEVROLET SILVERADO 1500 (CK10753) 4WD DOUBLE CAB 147" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$41,380.57
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	46,093.09	18/21	2026 CHEVROLET SILVERADO 1500 (CC10753) 2WD DOUBLE CAB 147" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$46,093.09
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	46,580.57	15/19	2026 CHEVROLET SILVERADO 1500 (CK10743) 4WD CREW CAB 157" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$46,580.57
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	41,080.57	18/21	2026 CHEVROLET SILVERADO 1500 (CC10743) 2WD CREW CAB 157" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$205,402.85
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	45,980.57	N/A	2026 CHEVROLET SILVERADO 2500HD (CC20903) 2WD REG CAB 142" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$45,980.57
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	46,780.57	N/A	2026 CHEVOLRET SILVERADO 2500HD (CC20953) 2WD DOUBLE CAB 162" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$93,561.14
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	48,880.57	N/A	2026 CHEVROLET SILVERADO 2500HD (CK20953) 4WD DOUBLE CAB 162" WORK TRUCK	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$48,880.57
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	55,131.36	N/A	2026 CHEVROLET SILVERADO 2500HD (CC20943) 2WD CREW CAB 172" WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$55,131.36
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	57,131.36	N/A	2026 CHEVROLET SILVERADO 2500HD (CK20943)	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$57,131.36
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	55,437.88	N/A	4WD CREW CAB 172" WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$110,875.76
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	92,510.06	N/A	2026 CHEVROLET 3500HD CHASSIS-CAB (CK31003) 4WD REG CAB 146" WB, 60" CA WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$92,510.06
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	75,491.68	N/A	2026 CHEVROLET 3500HD CHASSIS-CAB (CC31043) 2WD CREW CAB 177" WB, 60" CA WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$75,491.68
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	110,063.72	N/A	2026 CHEVROLET 3500HD CHASSIS-CAB (CK31043) 4WD CREW CAB 177" WB, 60" CA WORK TRUCK	90-120 DAYS PLUS UPFIT LEAD TIME	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$110,063.72
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	59,080.57	15/20	2026 CHEVROLET TAHOE (CC10706) 2WD LS	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$118,161.14
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	61,880.57	14/18	2026 CHEVROLET TAHOE (CK10706) 4WD LS	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$61,880.57
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	39,900.00	20/26	2026 CHEVROLET TRAVERSE (1LB56) FWD 4 DR LT	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$79,800.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	41,800.00	20/24	2026 CHEVROLET TRAVERSE (1LB56) AWD 4 DR LT	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$83,600.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	40,400.00	N/A	2026 CHEVROLET EXPRESS CARGO VAN (CG23705) RWD 155"	90-120 DAYS	FACTORY: 3 YR/36,000 MILES POWER TRAIN: 5 YR/100,000 MILES	$121,200.00

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Caldwell Country Ford					
		Total Cost	$1,081,691.07					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$37,380.57	N/A	2026 CHEVROLET FORD F-150 (F1K) XL 2WD REG CAB 8' BOX	90-120 DAYS	FACTORY WARRANTY: 3 YEARS/36,000 MILES POWETRAIN: 5 YRS/100,000 MILES	$224,283.42
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$41,680.57	N/A	2026 FORD F-150 (X1K) XL 2WD SUPERCAB 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$41,680.57
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$45,080.57	N/A	2026 FORD F-150 (X1L) XL 4WD SUPERCAB 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$45,080.57
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$48,793.09	N/A	2026 FORD F-150 (X1K) XL 2WD SUPERCAB 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$48,793.09
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$47,280.57	N/A	2026 FORD F-150 (W1L) XL 4WD SUPERCREW 6.5' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$47,280.57
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$45,580.57	N/A	2026 FORD SUPER DUTY F-250 SRW (F2B) XL 4WD REG CAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$227,902.85
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$45,580.57	N/A	2026 FORD SUPER DUTY F-250 SRW (F2B) XL 4WD REG CAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$45,580.57
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$48,480.57	N/A	2026 FORD SUPER DUTY F-250 SRW (X2B) XL 4WD SUPERCAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$48,480.57
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$54,331.36	N/A	2026 FORD SUPER DUTY F-250 SRW (W2A) XL 2WD CREW CAB 8' BOX	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$54,331.36
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$60,337.88	N/A	2026 FORD SUPER DUTY F-350 DRW (F3H) XL 4WD REG CAB 169" WB 84" CA	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$120,675.76
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	$97,410.06	N/A	2026 FORD SUPER DUTY F-350 DRW (F3H) XL 4WD REG CAB 169" WB 84" CA	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$97,410.06
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	$80,191.68	N/A	2026 FORD SUPER DUTY F-350 DRW (W3G) XL 2WD CREW CAB 179" WB 60" CA	90-120 DAYS	FACTORY: 3 YRS/36,000 MILES POWERTRAIN: 5 YRS/100,000 MILES	$80,191.68
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Frontier					
		Total Cost	$1,057,931.18					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$50,972.00	17/24	Ram 1500	4 weeks	3 year 36,000	$50,972.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$47,880.00	20/25	Ram 1500	4 weeks	3 year 36,000	$239,400.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$50,844.00	NA	Ram 2500	4 weeks	3 year 36,000	$50,844.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$56,116.83	NA	Ram2500	4 weeks	3 year 36,000	$56,116.83
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$58,627.83	na	Ram 2500	4 weeks	3 year 36,000	$58,627.83
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$62,367.26	NA	Ram 3500	4 weeks	3 year 36,000	$124,734.52
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	$104,176.70	NA	Ram 3500	4 weeks	3 year 36,000	$104,176.70
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	$87,954.80	NA	Ram3500	12 WEEKS	3 year 36,000	$87,954.80
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	$125,864.50	NA	RAM 4500	6 Weeks	3 year 36,000	$125,864.50
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	$ 53,080.0	NA	Ram 2500	4 weeks	3 year 36,000	$159,240.00

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Grapevine DCJ, LLC					
		Total Cost	$1,011,635.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$41,927.00	19/24	RAM 1500 QUAD CAB	90-120	3/36 5/100 LTD POWERTRAIN	$41,927.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$41,869.00	19/24	RAM 1500 QUAD CAB	90-120	3/36 5/100 LTD POWERTRAIN	$41,869.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$46,244.00	19/24	RAM 1500 QUAD CAB	90-120	3/36 5/100 LTD POWERTRAIN	$46,244.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$46,907.00	18/24	RAM 1500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$46,907.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$43,106.00	18/24	RAM 1500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$215,530.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$44,167.00	na	RAM 2500 REG CAB	90-120	3/36 5/100 LTD POWERTRAIN	$44,167.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	$45,824.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$91,648.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$48,466.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$48,466.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$50,399.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$50,399.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$53,041.00	na	RAM 2500 CREW CAB	90-120	3/36 5/100 LTD POWERTRAIN	$53,041.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	$60,207.00	17/24	JEEP GRAND WAGONEER	70-135	3/36 5/100 LTD POWERTJEIN	$120,414.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	$63,207.00	17/23	JEEP GRAND WAGONEER	70-135	3/36 5/100 LTD POWERTJEIN	$63,207.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$36,320.00	18/25	DODGE DURANGO	70-135	3/36 5/100 LTD POWERTDOIN	$72,640.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$37,588.00	17/24	DODGE DURANGO	70-135	3/36 5/100 LTD POWERTDOIN	$75,176.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			One Nation Distribution LLC					
		Total Cost	$2,276,604.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$47,989.00	16-24	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$287,934.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$47,989.00	17-25	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$47,989.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$54,989.00	16-24	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$54,989.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$52,989.00	17-25	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$52,989.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$52,989.00	16-24	2025 FORD F150	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$52,989.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$52,989.00	16-24	2025 FORD F150 4WD	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$264,945.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$57,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$57,989.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	$56,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$113,978.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$57,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$57,989.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$59,989.00	N/A	2026 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$59,989.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$58,989.00	N/A	2025 FORD F250	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$58,989.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$74,989.00	N/A	2025 FORD F350	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$149,978.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	$199,989.00	N/A	2025 FORD F550	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$199,989.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	$87,989.00	N/A	2026 FORD F350	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$87,989.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	$203,989.00	N/A	2025 FORD F550	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$203,989.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	$58,989.00	15-20	2026 CHEVROLET TAHOE	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$117,978.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	$67,989.00	15-19	2026 CHEVROLET TAHOE	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$67,989.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$36,989.00	20-29	2026 FORD EXPLORER	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$73,978.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$41,989.00	20-27	2026 FORD EXPLORER	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$83,978.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	$59,989.00	N/A	2026 FORD TRANSIT 350	30 DAYS ARO	SEE ATTACHED SPEC SHEET	$179,967.00

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Platinum Ford North					
		Total Cost	$1,654,173.50					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$38,671.75	TBD	FORD	90-110	3/36000 5/60000	$232,030.50
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$41,162.75	TBD	FORD	90-110	3/36000 5/60000	$41,162.75
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$44,611.75	TBD	FORD	90-110	3/36000 5/60000	$44,611.75
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	$47,862.75	TBD	FORD	90-110	3/36000 5/60000	$47,862.75
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$47,559.75	TBD	FORD	90-110	3/36000 5/60000	$47,559.75
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$42,782.75	TBD	FORD	90-110	3/36000 5/60000	$213,913.75
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$48,290.75	TBD	FORD	90-110	3/36000 5/60000	$48,290.75
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	$44,914.75	TBD	FORD	90-110	3/36000 5/60000	$89,829.50
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$50,140.75	TBD	FORD	90-110	3/36000 5/60000	$50,140.75
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	$55,891.75	TBD	FORD	90-110	3/36000 5/60000	$55,891.75
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$58,427.75	TBD	FORD	90-110	3/36000 5/60000	$58,427.75
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	$65,633.75	TBD	FORD	90-110	3/36000 5/60000	$131,267.50
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	$80,812.75	TBD	FORD	90-110	3/36000 5/60000	$80,812.75
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	$62,445.75	TBD	FORD	90-110	3/36000 5/60000	$124,891.50
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	$65,183.75	TBD	FORD	90-110	3/36000 5/60000	$65,183.75
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	$38,026.75	TBD	FORD	90-110	3/36000 5/60000	$76,053.50
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	$40,030.75	TBD	FORD	90-110	3/36000 5/60000	$80,061.50
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	$55,393.75	TBD	FORD	90-110	3/36000 5/60000	$166,181.25

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Rogers Ford Sales inc.					
		Total Cost	$688,080.00					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	$35,550.00	21/25	FORD F150	46266	3YR 36K-5YR 60K	$213,300.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	$40,400.00	21/25	FORD F150	46266	3YR 36K-5YR 60K	$40,400.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	$42,910.00	18/22	FORD F150	46266	3YR 36K-5YR 60K	$42,910.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	$44,440.00	18/22	FORD F150	46266	3YR 36K-5YR 60K	$44,440.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	$40,870.00	18/22	FORD F150	46266	3YR 36K-5YR 60K	$204,350.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	$46,640.00	NA	FORD F350	46266	3YR 36K-5YR 60K	$46,640.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	$42,910.00	Na	FORD F250	46266	3YR 36K-5YR 60K	$42,910.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	$53,130.00	na	FORD F250	46266	3YR 36K-5YR 60K	$53,130.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Sames Laredo Chevrolet, Inc					
		Total Cost	$1,651,268					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and Highway	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	37,217.00	18/21	Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck	305-365 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$223,302.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	38,303.00	18/21	1500 (CC10753) 2WD Double Cab 147" Work Truck	395-460 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$38,303.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	44,375.00	17/20	1500 (CK10753) 4WD Double Cab 147" Work Truck	395-460 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$44,375.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	42,214.00	17/20	1500 (CC10753) 2WD Double Cab 147" Work Truck	395-460 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$42,214.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	47,511.00	19/24	Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$47,511.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	41,439.00	18/24	Chevrolet Silverado 1500 (CC10743) 2WD Crew Cab 157" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$207,195.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	47,846.00	14/18	Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$47,846.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	46,346.00	14/18	Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$92,692.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	48,487.00	14/18	Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$48,487.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	52,547.00	14/18	Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck	120-150 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$52,547.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	54,688.00	N/A	Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$54,688.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	57,837.00	N/A	Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck	120-150 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$115,674.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	109,147.00	N/A	Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck	180-220 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$109,147.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate -(1 each) Spec. 14.0	1	79,150.00	N/A	Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck	180-220 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$79,150.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	106,906.00	N/A	Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck	180-220 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$106,906.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	59,533.00	18/21	Chevrolet Tahoe (CC10706) 2WD 4dr LS	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$119,066.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	62,805.00	17/20	Chevrolet Tahoe (CK10706) 4WD 4dr LS	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$62,805.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	38,915.00	20/29	Chevrolet Traverse (1LB56) FWD 4dr LT w/1LT	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$77,830.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	40,765.00	18/24	Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT	90-120 DAYS	3YR/36K MILES BUMPER-TOBUMPER 5YR/100K MILES POWERTRAIN	$81,530.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

26003139 FY 2026 Cars and Lights Trucks								
Bid Opening: April 9, 2026								
			Team Sewell Fleet Sales					
		Total Cost	$1,624,000					
#	Items	Quantity Required	Unit Price	EPA Mileage Estimates, City and	Brand and Model	Delivery Time ARO	Standard Warranty on items bid	Total Cost
#0-1	Full Size ½ ton regular cab pickups Spec 1.0	6	41,000.00	No Bid	No Bid	No Bid	No Bid	$246,000.00
#0-2	Full size ½ ton extended cab pickups Spec 2.0	1	45,000.00	No Bid	No Bid	No Bid	No Bid	$45,000.00
#0-3	Full size ½ ton extended cab pickup 4X4 Spec 3.0	1	49,000.00	No Bid	No Bid	No Bid	No Bid	$49,000.00
#0-4	FULL SIZE ½ Ton Extended Cab Pickup w/Lift Tailgate Spec 4.0	1	57,000.00	No Bid	No Bid	No Bid	No Bid	$57,000.00
#0-5	Full size ½ ton crew cab pickup 4X4 Spec 5.0	1	50,000.00	No Bid	No Bid	No Bid	No Bid	$50,000.00
#0-6	Full size ½ ton Crew Cab Pickup Spec 6.0	5	46,500.00	No Bid	No Bid	No Bid	No Bid	$232,500.00
#0-7	Full size ¾ Ton Regular Cab 4X4 Spec 7.0	1	49,500.00	No Bid	No Bid	No Bid	No Bid	$49,500.00
#0-8	Full size ¾ Ton Extended Cab 2WD Spec 8.0	2	49,500.00	No Bid	No Bid	No Bid	No Bid	$99,000.00
#0-9	Full size ¾ Ton Extended Cab 4X4 Spec 9.0	1	52,000.00	No Bid	No Bid	No Bid	No Bid	$52,000.00
#0-10	Full size ¾ Ton Crew Cab 2WD W Lift Tailgate Spec 10.0	1	57,000.00	No Bid	No Bid	No Bid	No Bid	$57,000.00
#0-11	Full Size ¾ Ton Crew Cab 4X4 Spec 11.00	1	54,000.00	No Bid	No Bid	No Bid	No Bid	$54,000.00
#0-12	Regular 1 Ton C&C with a Flatbed 4X4 Spec 12.0	2	65,000.00	No Bid	No Bid	No Bid	No Bid	$130,000.00
#0-13	Regular 1 Ton C&C with Utility Body W Crane & a VMAC Air Compressor 4X4 Spec. 13.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-14	1 Ton Crew Cab With a 2-3YARD Dump Body and Lift Tailgate - (1 each) Spec. 14.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-15	1 Ton Crew Cab with Utility Body W/Crane & Lift Gate and Diesel Engine 4X4-(1 each) Spec. 15.0	1	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-16	Base Model FULL SIZE SUV 2WD Spec. 16.0	2	63,000.00	No Bid	No Bid	No Bid	No Bid	$126,000.00
#0-17	Base Model FULL-SIZE SUV 4WD Spec. 17.0	1	65,000.00	No Bid	No Bid	No Bid	No Bid	$65,000.00
#0-18	MID-SIZE SUV 2WD Spec. 18.0	2	38,000.00	No Bid	No Bid	No Bid	No Bid	$76,000.00
#0-19	MID-SIZE SUV 4X4/ AWD Spec. 19.0	2	40,000.00	No Bid	No Bid	No Bid	No Bid	$80,000.00
#0-20	High Roof / High top Cargo Van Spec. 20.0	3	52,000.00	No Bid	No Bid	No Bid	No Bid	$156,000.00

City Council Meeting

Item Number: 9.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 MICRO-SURFACING AND SLURRY SEAL PROJECT TO VSS INTERNATIONAL, INC. OF WEST SACRAMENTO, CALIFORNIA, AT A TOTAL COST OF $1,190,120.00; APPROVING $178,518.00 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the FY 2026 Micro-Surface and Slurry Seal Project to VSS International, Inc. for a cost of $1,190,120.00 plus contingencies of $178,518.00 for a total of $1,368,638.00 for the Engineering Department.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the G.O. Road Bond and will be appropriated to a project for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for bids for the FY 2026 Micro-Surface and Slurry Seal Project for the Engineering Department. The bid request was sent to five hundred forty-one (541) companies, and twenty-six (26) viewed the bid request. We received three (3) bids. Staff recommends awarding a contract to VSS International, Inc. Please see the attached memo from Ricky Brown, Transportation Project Manager, for more information.

Therefore, please consider a resolution awarding a contract for the FY 2026 Micro-Surface and Slurry Seal Project to VSS International, Inc. for a cost of $ $1,190,120.00 plus contingencies of $$178,518.00 for a total of $1,368,638.00.

Attachments:
A. IO Memo to Award FY2026
B. RESO W EXH - Award FY2026 Micro-Surface & Slurry Seal Project Reso w Exh

C. Bid Tab 26003270 FY 2026 Micro Surface and Slurry Seal Project
D. 26003270 Contract

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

INTEROFFICE MEMORANDUM

TO: Erika Munoz, Purchasing Manager

FROM: Ricky Brown, Transportation Project Manager

SUBJECT: FY 2026 Micro-Surface Project
Bid# 26003270
Recommend Award

DATE:

CC: Abraham, Transportation Manager

The bid tabulation for the Fiscal Year 2026 Micro-Surface Project has been reviewed by the Transportation Division. Micro-Surface is a pavement preservation technique that includes the application of a mixture of water, polymer modified asphalt emulsion, aggregate, and chemical additives to an existing asphalt concrete surface. This surface treatment is designed to extend the useful life of our paved streets. VSS International, Inc. is the apparent low bidder. In addition, the unit prices appear to be in line with current pricing and trends. Therefore, I am recommending award of the FY 2026 Micro-Surfacing Project to VSS International, Inc. in the amount of $1,190,120.00 (Base Bid) plus $178,518.00 (15% Contingency) for a total of $1,368,638.00. Please see the amounts and funding sources below:

Base Bid:	$1,190120.00
Contingency (15%):	$178,518.00
Total Amount:	**$1,368,638.00**

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 MICRO-SURFACING AND SLURRY SEAL PROJECT TO VSS INTERNATIONAL, INC. OF WEST SACRAMENTO, CALIFORNIA, AT A TOTAL COST OF $1,190,120.00; APPROVING $178,518.00 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2026 Micro-Surfacing and Slurry Seal Project (the "Project"); and

WHEREAS, Bid No. 26003270 was opened on April 9, 2026, with the lowest responsible bidder being VSS International, Inc. of West Sacramento, California ("Contractor"), having submitted a bid of $1,190,120.00 as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit A, shall not exceed $1,190,120.00; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,190,120.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than 15 percent ($178,518.00).

SECTION THREE. That the sum of $1,368,638.00 is hereby appropriated from the G.O. Road Bond to a project account for said Project. The sum of $178,518.00 is approved for contract contingencies as provided in Section Two hereof.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,368,638.00 from funds appropriated in accordance with Section Three hereof 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., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

26003270 FY 2026 Micro-Surface and Slurry Seal Project
Bid Opening: April 9, 2026

#	Items	Quantity Required	Unit	Intermountain Slurry Seal, Inc. Unit Price	Intermountain Slurry Seal, Inc. Total Cost	VSS International, Inc. Unit Price	VSS International, Inc. Total Cost	Viking Construction, LLC Unit Price	Viking Construction, LLC Total Cost
	Total Cost			**$1,498,639.20**		**$1,190,120.00**		**$1,422,819.54**	
#0-1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	1	LS	$148,000.00	$148,000.00	$114,836.20	$114,836.20	$54,000.00	$54,000.00
#0-2	Micro-surfacing in accordance with City of Midland's Micro-Surfacing Specifications	269,151	SY	$4.95	$1,332,297.45	$3.80	$1,022,773.80	$4.79	$1,289,233.29
#0-3	Asphalt Milling at Concrete VG & Intersections	1,000	SY	$7.50	$7,500.00	$27.00	$27,000.00	$19.00	$19,000.00
#0-4	Thermoplastic Grinding	12,755	SF	$0.85	$10,841.75	$2.00	$25,510.00	$4.75	$60,586.25

Bid Summary

541	Bids were issued
26	Document takers
0	No Bids were received
3	Bids Listed above
538	Bidders did not respond

26003270 FY 2026 Micro-Surface and Slurry Seal Project
Bid Opening: April 9, 2026

				Intermountain Slurry Seal, Inc.		VSS International, Inc.		Viking Construction, LLC	
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	Bid Summary
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THE CITY OF MIDLAND

CONTRACT

Contract No. 26003270

THIS CONTRACT, effective the 29 day of April, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and VSS International, Inc, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,190,120.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for FY 2026 Micro-Surfacing and Slurry Seal Project. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $500,000 and more
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 365 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2026 personally appeared, _____, an officer of VSS International, 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 _____, 2026.

_____

Notary Public, State of _____

Date: 3/21/2026

MIDLAND
Purchasing Division

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

BID NO: 26003270

CLOSING DATE: **April 9, 2026**

CLOSING TIME: **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **4/9/2026** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various locations throughout the City of Midland, Texas.**

DESCRIPTION
Labor, material, supervision, and traffic control necessary to complete the FY 2026 Slurry Seal Project in accordance with the attached specifications, general notes, map and contract.
TOTAL

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. 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.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
5. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
7. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

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: VSS International, Inc.
ADDRESS: 3785 Channel Drive
CITY: West Sacramento STATE: CA ZIP 95691
PHONE NO: 916.373.1500 EMAIL: vssi_contracts@slurry.com
DELIVERY CAN BE MADE: 3785 Channel Drive, West Sacramento, CA 95691
AUTHORIZED SIGNATURE: _____
Jeff Roberts, President

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

BID SCHEDULE
FOR
26003270
FY 2026 Micro-Surface Project

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

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

Lists and maps showing the streets selected for treatment in the FY 2026 Micro-Surface Project are included in these bid documents. Quantities for the FY 2026 Micro-Surface Project have been included below.

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

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$114,836.200	**$114,836.20**
2	Micro-surfacing in accordance with City of Midland's Micro-Surfacing Specifications	SY	269,151	$3.800	**$1,022,773.80**
3	Asphalt Milling at Concrete VG & Intersections	SY	1,000	$27.000	**$27,000.00**
4	Thermoplastic Grinding	SF	12,755	$2.000	**$25,510.00**
			TOTAL COST		$1,190,120.00

INSTRUCTIONS TO BIDDERS

1. **VENDOR CONTACT:**

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City of Midland
Office of the Purchasing Agent
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

E-Mail:
purchasing@midlandtexas.gov

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. **AWARD**

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

3. **BID WAIVERS:**

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

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

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

B. **BIDDER'S WAIVER:**

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

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

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

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

4. **AWARD OF THE CONTRACT.**

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

C. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:

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

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

The bidder agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

VSS International, Inc.	03/25/2026
Company Name	Date
	916.373.1500
Authorized Signature	Phone
Jeff Roberts, President	916.373.0183
Print Above Name	Fax

Specifications

For

26003270

Micro-Surfacing and/or Slurry Seal

1. **SCOPE**
   The work covered by this specification includes the design, testing, construction, and quality control required for the proper application of micro-surfacing and slurry seal treatment services.

   - **Micro-Surfacing**

   This application is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have high traffic volume. Rate of application: 25 to 28 pounds per square yard of dry aggregate minimum.

   - **Slurry Seal**

   TYPE IIA: This application is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have a highly textured surface and require this size aggregate to fill in the voids and provides an improved wearing surface. Rate of application: 15 to 18 pounds per square yard of dry aggregate minimum.

2. **DESCRIPTION**
   Both the Micro-Surfacing and the Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, mineral filler, and water and specified additives, proportioned, mixed and uniformly spread over a properly prepared surface. The completed micro-surface shall leave a homogenous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

   The streets to be treated are shown on the attached lists and maps.

3. **LABORATORY EVALUATION**
   Before work commences, the Contractor shall submit a signed original of a mix design containing the test results and proportioning of the specific materials to be used on the project. This design shall have been performed by a qualified laboratory. Previous lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. This initial mix design will be done at the Contractor's expense. Upon receipt of the original mix design, an independent qualified laboratory selected by the City may perform tests using the same materials as used in the initial mix design for verification of the results. This testing will be done at the City's expense. No work will begin until all the materials and/or mix design proportions have met the specifications as required. Once the materials are approved, no substitutions will be permitted unless first tested and approved by the methods stated above.

4. **APPLICABLE SPECIFICATIONS**
   The following specifications and test methods form a part of this specification.
   AASHTO: American Association of State Highway and Transportation Officials

ASTM: American Society for Testing and Materials
ISSA: International Slurry Seal Association

AGGREGATE AND MINERAL FILLER		
AASHTO TEST NO.	**ASTM TEST NO.**	**TEST**
T 2	D 75	Sampling Aggregates
T 27	C136	Sieve Analysis of Aggregates
T 11	C117	Materials Finer than No. 200 in Mineral Aggregate
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate
T 104	C 88	Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
T 96	C 131	Resistance to Degradation of Small Size Aggregate by Abrasion and Impact in the Los Angeles Machine
M17	D 242	Mineral Filler for Bituminous Paving Mixtures

EMULSIFIED ASPHALTS		
AASHTO TEST NO.	**ASTM TEST NO.**	**TEST**
T 40	D 140	Sampling Bituminous Materials
M 140	D 977	Specifications for Emulsified Asphalt
M 208	D 2397	Specifications for Cationic Emulsified Asphalt
T 59	D 244	Testing Emulsified Asphalt
T 59	D 6997	Distillation of Emulsified Asphalt

SLURRY SEAL SYSTEM		
ISSA TEST NO.	**ASTM NO.**	**TEST**
A105		Design, Testing, and Construction of Slurry Seal
TB 100		Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101		Guide for Sampling Slurry Mix Extraction Test
TB 106		Measurement of Slurry Seal Consistency
TB 109		Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded Wheel Tester
TB 111		Outline Guide Design Procedure for Slurry Seal
TB 112		Method of Estimate Slurry Seal Spread Rates and to Measure Pavement Macrotexture
TB 113		Trail Mix Procedures for Slurry Seal Design
TB 114		Wet Stripping Test for Cured Slurry Seal Mixes
TB 115		Determination of Slurry Seal Compatibility
TB 139		Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics

MATERIALS

5. AGGREGATE

The mineral aggregate shall consist of a natural or manufactured crushed stone such as granite, slag, limestone or other high-quality aggregates or a combination thereof and shall be free of dirt, organic matter, clay balls, and adherent films of clay, dust or other objectionable material. The aggregate shall contain no free water.

5.1 Quality Tests

The aggregate should meet the specified polishing values and these minimum requirements:

TEST	Test Method		Specification
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum – Slurry 65 Minimum - Micro
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate	T 104	C 88	15% Maximum w/NA_2SO_4 25% Maximum w/$MgSO_4$
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	T96	C 131	35% Maximum – Slurry 30% Maximum – Micro

[1]The abrasion test is run on the parent aggregate.

5.2 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority[1]):

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	100	100	
#4 (4.75 mm)	100	90-100	70-90	±5%
#8 (2.36 mm)	90-100	65-90	45-70	±5%
#16 (1.18 mm)	65-90	45-70	28-50	±5%
#30 (600 um)	40-65	30-50	19-34	±5%
#50 (330 um)	25-42	18-30	12-25	±4%
#100 (150 um)	15-30	10-21	7-18	±3%
#200 (75 um)	10-20	5-15	5-15	±2%

[1]The City of Midland will also accept the following bands for Type II Gradation:

Slurry Seal

SIEVE SIZE	TYPE II PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	
#4 (4.75 mm)	85-100	±5%
#8 (2.36 mm)	55-80	±5%
#16 (1.18 mm)	35-60	±5%
#30 (600 um)	25-45	±5%
#50 (330 um)	18-30	±4%
#100 (150 um)	10-21	±3%
#200 (75 um)	5-15	±2%

Micro-Surface

SIEVE SIZE	TxDOT Grade II PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	
#4 (4.75 mm)	86-94	±5%
#8 (2.36 mm)	45-65	±5%
#16 (1.18 mm)	25-46	±5%
#30 (600 um)	15-35	±5%
#50 (330 um)	10-25	±4%
#100 (150 um)	7-18	±3%
#200 (75 um)	5-15	±2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the Contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Material used in blending must meet the required aggregate quality test specification in Section 5.1 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile.

6. **MINERAL FILLER**
   Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Provide mineral filler that is sufficiently dry, free-flowing, and free of clumps and foreign matter consisting of portland cement, hydrated lime, or other approved filler meeting the requirements of ASTM D 242. Use mineral filler if required by the mix design. Typical use levels are normally 0.0-3.0 percent and may be considered part of the aggregate gradation.

7. **WATER**
   All water shall be potable and compatible with the micro-surfacing and slurry seal mix and free of harmful soluble salts. Compatibility shall be ensured by the Contractor. The percent of water in the mix design shall produce proper mix consistency.

8. **EMULSIFIED ASPHALT** – The asphalt emulsion shall be homogenous and show no separation after mixing.

   Micro-Surfacing and/or Slurry Seal – The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

Cationic Polymer-Modified Asphalt Emulsion.

- **CSS-1EP** meeting the requirements of the following table:

Polymer-Modified Cationic Emulsified Asphalt

Property	Test Procedure	Emulsion CSS-1EP	
		Minimum	Maximum
Asphalt Base Properties			
Original DSR, kPa (G*/sin δ, 10 rad./sec) @ 76°C	T315	1.00	
Emulsion Properties			
Viscosity, Say bolt-Furol, @122°F, SFS	T59	15	150
Sieve Test, %	T59		0.1
Distillation Test			
Residue by distillation, % by weight	T59	62	
Oil distillate, % by volume of emulsion	T59		.05
Tests on Residue Properties from Low Temp Evaporation (AASHTO R-78[1])			
MSCR @ 70°C, Recovery @ 3.2 kPa, %	T350	80	
MSCR @ 70°C, J_{nr} @3.2, 1/kPa	T350		0.50
ODSR, kPa (G*/sin δ, 10 rad./sec) @ 76°C	T315	1	
ODSR, deg (phase angle δ, 10 rad./sec) @ 76°C	T315		60

[1]After recovering the residue from AASHTO R-78, the sample may be annealed before testing to remove any excess moisture and provide for a consistent sample. The Annealing can be accomplished by placing 20 g of residue in a 6 oz. metal container (approximately 3" diameter) and heating to 163°C for no more than 15 minutes. The sample should be stirred with a spatula every 5 minutes. The sample can then be poured directly into a 25mm DSR silicone mold for evaluation.

9. Latex Modifier

- Micro-surfacing and Slurry Seal will have latex content sufficient to meet the mix design.

10. ADDITIVES

Additives may be used to accelerate or retard the break/set of the slurry seal and/or the micro surfacing. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

TEST AND DESIGN

11. General

Before work begins, the contractor shall submit a sign mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing and/or Micro Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

12. MIX DESIGN

Compatibility of the aggregate, emulsified asphalt (slurry)/polymer-modified emulsified asphalt (micro), water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the Contractor for the project. Recommended tests and values are as follows:

12.1 SLURRY SEAL

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77° F (25° C)	TB 113	Controllable to 180 Seconds Min.
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (for quick-traffic systems)	 12 kg-cm Minimum 20 kg-cm Minimum or Near Spin Min.
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft² (807 g/m²) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft² (538 g/m²) Maximum

12.2 Micro Surface

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77° F (25° C)	TB 113	Controllable to 120 Seconds Min.
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139	 12 kg-cm Minimum 20 kg-cm Minimum or Near Spin Min.
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak Six-day Soak	TB 100	 50 g/ft² (538 g/m²) Maximum 75 g/ft² (807 g/m²) Maximum
Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb (56.71 kg)	TB 147	5% Maximum 2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft² (538 g/m²) Maximum
Classification Compatibility	TB 144	11 Grade Points Minimum (AAA, BAA)

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal/micro surfacing system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly

show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentage of each individual material required shall be shown in the laboratory report. Based on the field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt (Slurry Seal)	Type I: 10-16% Type II: 7.5-13.5% Type III: 6.5-12% (Based on dry weight of aggregate)
Residual Asphalt (Micro Surface)	5.5-10% by dry weight of aggregate
Mineral Filler	0.0-3.0% by dry weight of aggregate
Polymer Content (Micro Surface)	Minimum of 3.0% solids based on bitumen wright content
Additives	As needed
Water	As required to produce proper mix consistency

12.3 MIX TOLERANCES (SLURRY SEAL)

Tolerances for the slurry seal mixture are as follows:

1. After the residual asphalt content is determined, a variation of ±1% by weight of dry aggregate will be permitted.
2. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than ±0.2% (±0.5% cm) from the job mix formula after field adjustments.
3. The rate of application shall not vary more than ±2 lb/yd^2 (1.1 kg/m^2) when the surface texture does not vary significantly.

General Notes

13. Contractor shall make an examination of the project site and completely familiarize themselves with the nature and extent of the work to be accomplished. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work, which conditions or obstacles are readily apparent upon a visit to the site. If there are any questions in this regard or if there are any discrepancies between the plans and the actual site conditions, the contractor shall notify the engineer prior to the submission of bids.

14. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. Copies of the OSHA Standards may be purchased from the U.S. Government Printing Office; information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.

- Contractor shall comply with all applicable local, state, and federal requirements regarding excesses and waste material, including methods of handling and disposal.

15. Any existing pavement, curbs, and/or sidewalk damaged or removed by the contractor that are not part of this contract are to be repaired by the contractor to at least the preexisting condition at his expense before acceptance of the work.

16. Contractor shall make all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred as a result of these construction operations are to be repaired immediately by the contractor to at least the pre-existing condition at no additional cost to the owner.

17. It shall be the responsibility of the contractor to protect cast iron features from damage which may occur during construction. The Contractor shall replace or repair, as directed by the City, any structures damaged during the life of the contract. No payment will be made for repair or replacement of damaged Items.

18. Contractor is responsible for complying with all applicable environmental laws.

19. The project area and surrounding areas that are utilized by the contractor shall be kept in a neat and orderly manner. Project clean up shall be done daily. Areas that have been chosen by the contractor for storing material and equipment shall be out of public access and not create hazardous conditions for the public. These areas shall be kept in a neat and orderly manner and cleaned daily. Any revegetation of these areas shall be at the contractor's expense.

20. Any water hauled to the site during the installation shall be paid for by the contractor.

21. The contractor shall not use any facilities of a private property owner without a written agreement that is furnished to the City of Midland. These facilities shall include but not limited to private properties for storage, water, trash receptacles, etc. All City ordinances must be followed.

22. The contractor shall not place spoils on private property without a written agreement that is furnished to the City of Midland.

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

EQUIPMENT

24. **GENERAL**

All methods and equipment employed in performing the work shall be subject to the approval of the Program Manager before work is started and whenever found unsatisfactory, they shall be changed and improved as required. Equipment shall be kept in good working conditions with no leaks. Any equipment that shows signs of leaks shall be fixed immediately and shall not be used until such leaks are fixed. All equipment shall be maintained in satisfactory condition.

The Contractor shall have a minimum of 2 Slurry Seal machines at the project site in good working condition each having a capacity of at least 8 cubic yards to assure sufficient production capability

25. **MIXING EQUIPMENT**

- **Micro-Surfacing & Slurry** – The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis.

The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

- Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. Scales used for weighing materials and emulsion must be calibrated and meet the requirements of TxDOT Item# 520.

- The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

- The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

- The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box with 0.05 to 0.15 gallons per square yard.

- The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, accurately metered, predetermined amount of specified mineral filler.

26. Electronic Monitoring System

- The micro-surfacing machine shall be equipped with an electronic monitoring system that consists of pulse sensors measuring material delivery rates, a radar gun to monitor distance traveled, and programmable micro-controller, and operators display/input board and an on-board printer.

- System shall be capable of monitoring and displaying application rates and use of aggregate, emulsion, fines, water, and additives.

- System shall be capable of calculating and displaying ratios of emulsion to aggregate, fines to aggregate, additive to aggregate, water to aggregate, and application rate in pounds per square yard.

- System shall be capable of printing a hard copy report on demand which displays the date, weight of aggregate, emulsion, fines, number of gallons of additive and gallons of water, and all the above-mentioned ratios since last reset.

- A computer-generated report providing statistics of the workday shall be provided with each hand calculated daily run sheet.

- This system shall be accurate to with ½ of a percent of actual weights and measures for all parameters noted above. The system is not expected to calculate quantities and ratios for materials used in handwork and cul-de-sac areas.

- The electronic monitoring system shall be accurate to within 0.5% of accurate weights and measures.

- Calibrate and properly mark each control device that proportions the individual materials.

- **Slurry Seal** – The slurry seal mixing equipment shall be a continuous flow mixing unit or continuous-run design machines as to give a uniform and complete circulation of the batch in the mixer, so as to not segregate the aggregate, but will provide a thorough and uniform free flowing mix with the asphalt and water. The units shall be equipped with approved devices so that the machine can be accurately calibrated and the quantities of material used can be determined. The mixing machine shall be equipped with a water pressure system and nozzle type spray bar adequate for completely fogging the surface with 0.05 to 0.15 gallons per square yard immediately ahead of the spreader box.

27. SPREADING EQUIPMENT

Spreader boxes shall be kept clean to minimize lumps. Set and maintain the skis on spreader boxes to prevent chatter in the finished mat. Adjust the rear seal to provide the desired spread. Adjust the secondary strike-off to provide the desired surface texture.

- **Micro-Surfacing** – The surface mixture shall be spread uniformed by means of a mechanical type of spreader box attached to the mixer, equipped with paddles to agitate an spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the pavement, the longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement geometry.

- **Slurry Seal** – The spreader box shall be equipped to prevent loss of slurry seal from all sides and a flexible rear strike-off capable of being adjusted. It shall provide suitable means for side tracking to compensate for deviations in pavement geometry. The box shall be kept free of build-up asphalt and aggregate. The strike-off drag shall be kept completely flexible at all times.

28. AUXILIARY EQUIPMENT

Suitable crack and pavement cleaning equipment, hand tools and any support equipment will be provided by the Contractor as necessary to perform the work. The Contractor shall use a vacuum equipped street sweeper to remove all swept debris. Sweeping of debris into the gutter shall not be permitted.

29. EQUIPMENT CALIBRATION

Each slurry unit to be used shall be calibrated in the presence of the Program Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. No machine shall be allowed to work on the project until the calibrations have been completed and/or accepted.

LIMITATIONS

30. WEATHER

Air temperature requirements for placing micro-surfacing and/or slurry seal shall be as follows:

- November 1 to March 31
  a. Micro-surfacing/slurry seal shall not be placed when the air temperate is below 60 degrees F and falling.
  b. Micro-surfacing/slurry seal may be placed when the air temperature is above 50 degrees F and rising.
- April 1 to October 31
  a. Micro-surfacing/slurry seal shall not be placed when the air temperature is below 50 degrees F and falling.
  b. Micro-surfacing/slurry seal may be placed when the air temperature is above 50 degrees F and rising.

Surface of roadway must be 60 degrees F or higher prior to placing micro-surfacing/slurry seal to pavement, as determined in the field.

No Micro-Surface/Slurry Seal shall be applied:

- In the period following precipitation with water remaining on the surface to be coated.
- In foggy conditions.
- If there is a threat of rain before the slurry seal can fully cure.
- If there is a danger that he finished product will freeze within 24 hours after the application.
- If weather conditions prolongs opening to traffic beyond the time specified by the Program Manager.

The Micro-Surfacing/Slurry Seal will be placed on the location and within the time limits as specified by the Program Manager.

31. CONDIDITON AND TYPE PAVEMENT TO BE TREATED

Any base failures, severe pavement defects, or similar conditions which are present will be properly repaired by the City to ensure correct application and performance of the slurry. Slurry normally adheres to asphalt pavement more readily than concrete, especially worn or polished areas. Heavy traffic areas, especially those on concrete, require greater care in selection type of coarseness of slurry allowing the surface to fully cure before opening to traffic, and the placing of either a tack coat or a second coat of slurry for greater adhesion and wear purposes.

32. NOTIFICATIONS

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

- Contractor shall indicate application time and when the surface can be used. If necessary, include a map showing closed-off areas.

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

33. TRAFFIC CONTROL

Care shall be used to create a safe work area, with minimal impact on the flow of traffic. Control of vehicular and pedestrian traffic is of the utmost importance to the City of Midland. A traffic control plan designed to meet the sequence of construction established by the contractor shall be submitted to the City of Midland's Traffic Operations Division no less than 48 hours prior to the beginning of construction. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Operations Division. The plan shall be detailed for the Sequence of work and not generic. The plan shall be followed at all times. The contractor shall place personnel in charge of the traffic control operation who have been trained in flagging procedures and in barricade and signage operations. In the event the traffic control plan or the traffic operation is not being conducted in the correct manner or according to the approved plan, construction activities shall be stopped until the traffic control procedures are corrected.

It shall be the Contractor's responsibility to provide adequate traffic control measures, such as barricades, cones advance warning signs, flag person, etc. to protect the uncured micro/slurry from all types of traffic and provide traffic safety in the construction area. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Opening to traffic does not constitute acceptance of the work. Any damage to the uncured slurry will be the responsibility of the Contractor and will be repaired as directed by the Program Manager. Approved temporary lane marking will be provided by the Contractor for placement if the street was previously striped.

The Contractor shall be responsible for the traffic control plan and shall submit the plan to the Traffic Operations Division for approval before commencing work. The Contractor shall plan and layout the work such that no traffic is allowed on new pavement while the asphalt work is being placed. All traffic control shall be in accordance with TMUTCD standards.

Residential streets and minor collectors may be closed during construction; however, access to properties adjacent to the work zone shall be maintained at all times unless otherwise approved by the City. Contractor shall limit the number of consecutive residential and minor collector street closures. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.

34. TEMPORARY MARKINGS AND LANE DELINEATION

Whenever the work causes obliteration of pavement markings or delineation, temporary markings or delineation shall be in place prior to opening the traveled way to public traffic. Lane line and

centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. Other markings such as crosswalks, stop bars, and pavement arrows shall be delineated prior to opening the roadway to public traffic.

All work necessary to establish satisfactory temporary markings and line delineation shall be performed by the Contractor. Surfaces on which temporary marking and line delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when it is applied. Temporary markings and line delineation shall be maintained until replaced with permanent markings.

Temporary lane delineation shall consist of either a 4-inch by 4-inch square stripe or a 4-inch reflectorized tab, as directed by the Program manager. Temporary lane delineators shall be placed on lane lines and centerlines at longitudinal intervals of not more than 40 feet apart, or 12 feet apart on radii. The temporary markings and lane delineators shall be the same color as the lane line, centerline, or pavement marking being replaced.

If used, tabs shall be in accordance with Item 662 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. The contractor shall replace temporary road marker tabs as necessary throughout the project until permanent pavement markings are installed and shall remove all tabs with installation of permanent markings. The placement, maintenance, and eventual removal of temporary lane markers shall be performed by the Contractor and be incidental to the project.

STORAGE AND STOCKPILING

35. STOCKPILING OF AGGREGATE

Precautions shall be taken to ensure the aggregate does not become contaminated with oversized rock, clay, silt, or excessive amount of moisture. The Contractor shall be required to utilize a screening plant to remove oversized particles from the aggregate at the stockpile site. The stockpile shall be kept in areas that have good drainage. Segregation of aggregates proposed for use and as supplied to the mixing plant shall be uniform.

36. STORAGE SITE

The Contractor shall provide a suitable storage facility for all equipment and materials needed to perform the work. This site should be located as close as possible to the area of work being done to reduce turnaround time and ensure an acceptable rate of work. Any site selected shall be subjected to final approval by the Program Manager. Erosion control measures shall be implemented as needed to comply with the law and City of Midland ordinances.

37. SURFACE PREPARATION

The existing roadway surface shall be thoroughly clean and free of all vegetation, loose aggregate, other loose materials, and soil and approved by the City inspector before placement. Equipment, labor and materials required by this item shall be incidental to the project.

Any breakdowns, base failures, or other defects will be properly repaired by the City before application of the slurry seal begins. Manholes, valve boxes, grate inlets, concrete collars, and other designated objects shall be covered by the Contractor to ensure their integrity. After completion of slurry placement, the Contractor shall remove said covers so the objects protected

will remain fully functional. Any objects damaged by the Contractor shall be repaired or replaced at no cost to the City.

Existing raised pavement markers and thermoplastic markings wider than 6" shall be thoroughly removed. Grind off all existing raised stop bars, turn arrows, railroad crossings, cross walk markings, and any other pavement markings that are wider than 6". All 6" lane striping may be left to be covered with the new micro-surfacing layer (unless otherwise directed by the Program Manager or the Traffic Engineer).

APPLCATION

38. GENERAL

If conditions require, the pavement shall be pre-wetted by fogging ahead of the spreader box. Water used in fogging the surface shall be applied so that the entire surface is damp with no flowing water in front of the box.

39. RATE OF APPLICATION

The slurry shall be sufficiently stable during the spreading period so that the emulsion does not break, there is no segregation of the fines from the coarser aggregate and the liquid of the mix does not float to the surface.

The Slurry Seal mix shall be Type II Gradation and spread uniformly at a rate of not less than 15 pounds of dry aggregate per square yard and no more than 20 pounds of dry aggregate per square yard, or as directed.

Micro-surfacing shall be either the TxDOT Grade II or the Type II Gradation and the mix shall be spread uniformly at a rate of not less than 25 pounds of dry aggregate per square yard and no more than 30 pounds of dry aggregate per square yard, or as directed.

40. Rutting on Major Thoroughfares and Collector Streets—Micro-Surface

- Shallow ruts that are less than ½ inch in depth may be covered by a full width scratch box utilizing a steel primary strike-off plate.
- Ruts that are between ½ inch and 1 inch in depth shall be filled independently with fixed width spreader box no more than 6 feet wide. The rut filling box shall have a steel primary strike-off plate that is the same width as the spreader box.
- Ruts that are in excess of 1 inch in depth shall be filled with a 5-foot wide rut filling spreader box specifically designed to fill wheel path ruts. This operation will require multiple placement passes to restore the pavement to its original cross section. Special care shall be used by the Contractor to ensure that the material has proper time to dry between applications to promote bonding between the original pavement and the micro-surfacing pavement.
- Maximum micro-surfacing thickness applied as rut filling shall not exceed 1 inch for each pass required to restore pavement to the original profile.

41. Scratch Course—Micro-Surfacing

All "Scratch Course" applications shall be performed utilizing a steel primary strike-off plate. This will allow the bottom, or "scratch course," to mitigate any irregularities and have a more uniform profile for the micro-surfacing pavement to be applied to.

42. Asphalt Milling at Concrete Intersections

Thoroughfares and collector streets which have concrete intersections or where concrete valley gutters intersect the street and that have pre-existing rough or bumpy transitions shall have the asphalt surface grinded to such a depth as to allow a smooth transition between concrete and the completed micro-surfacing pavement. Smooth concrete/asphalt joints do not require grinding prior to the micro-surface placement.

43. JOINTS

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Longitudinal joints shall be placed on lane lines when possible. If half passes are used they shall not be the last pass of any paved area. Joints and edges shall be uniform and neat in appearance.

44. HAND WORK

In areas where the spreader box cannot be used, the slurry/micro shall be applied by hand squeegees to provide complete and uniform coverage. Any joint or cracks not filled by the slurry/micro shall be corrected by use of hand squeegees. Hand work shall be completed during the machine applying process. Due to difficulty in hand working micro-surfacing material due to the quickset nature of the emulsion, handwork areas should be kept to a minimum.

Contractor is not required to treat the area at the end of radii (ER) of streets at intersections unless:

- The intersecting street is also scheduled to receive the surface treatment.
- The ER is located at the end of work at an intersection where the continuing street is not receiving the surface treatment.
- The project manager makes a special request.

45. LINES

Straight lines along curb gutters and shoulder will be required. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance. Slurry shall be placed at the lip of the gutter or at a distance from the face of the curb as directed by the Program Manager.

Mask of the ends of intersections and other ends of work where the abutting surface does not receive the surface treatment in order to produce a crisp and straight line.

46. MANHOLES AND VALVES

Special care shall be taken by the contractor to ensure that all manholes, water valves, concrete collars, and other surface structures are sufficiently protected from the micro-surfacing/slurry process by the use of a plastic membrane covering or other approved method.

Contractor shall be responsible for removing the coverings after the surface treatment has cured. The cost of this work shall be incidental to the project.

47. CURING

- **Micro-Surface** –all traffic shall be kept off the micro until it has cured to a firm condition that will prevent damage to the micro. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all the work until such time that the Contractor provides the proper adjustments in his operations. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all the work until such time that the Contractor provides the proper adjustments in his operations.** Protect other locations subject to sharp turning or stopping and starting traffic for longer periods when necessary. Any uncured micro damaged will be repaired to the satisfaction of the Program Manager at the Contractor's expense.

- **Slurry Seal** - all traffic shall be kept off the slurry until it has cured to a form condition that will prevent damage to the slurry. Any uncured slurry damaged will be repaired to the satisfaction of the Program Manager at the Contractor's expense.

48. FINISHED SURFACE

- Micro-surfacing and slurry finished grade shall be uniform in texture and free from excessive scratch marks, tears, holes, bare spots, cracks, and other surface irregularities. All such irregularities shall be repaired by the Contractor at their own expense.
- Longitudinal joints shall be placed on lane lines unless otherwise directed by the Program Manager.
- Joints and edges shall be uniform and neat in appearance. Mask off end of streets and intersections to provide straight lines.
- Make straight lines along the lip of gutters and shoulders. Keep the same thickness in these areas. No runoff on these areas will be permitted.
- Avoid unsightly appearance from hand work.
- **Micro-Surface**—all ruts, utility cuts, and depressions in the surface shall be filled in a separate pass from the final pass.
- Protect surface treatment materials from traffic until it has cured.

49. CLEAN-UP

- All objects covered (manhole covers, valve covers, grate inlets, concrete collars, etc.) shall be restored to their original integrity. The Contractor shall remove all unused material and debris from the sire prior to final acceptance.
- The Contractor shall thoroughly clean any curbs, sidewalks, guardrails, guide posts, etc. that receives any splatter, mar or overcoat from the surface treatment application.

50. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature

of the work, or materials required in the performance of this contract, shall not relive the Contractor from its full obligations to the Owner, as provided by the contract documents.

51. WARRANTY

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

52. PROJECT SCHEDULE

- It shall be the responsibility of the contractor to provide a project schedule to City staff prior to construction. The schedule should outline the anticipated start and end dates for each phase of the surface seal project.
- The project shall be completed no later than August 31, 2026.

53. ADDITIONAL NOTES

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

PAY ITEM NOTES

1. Mobilization, Job Site Safety, Erosion Protection, and Traffic Control.
   Unit payment shall be lump sum, full compensation for all mobilization/demobilization and project-wide temporary controls required to safely complete the work. This includes mobilization/demobilization of crews, equipment, and support vehicles; move-ins between segments as required. Project supervision and coordination related to safety/traffic control. Job site safety measures (signing, devices, flagging, temporary delineation, daily set-up/removal, maintenance). Temporary erosion/sediment control and protection of adjacent drainage features as required for operations. All materials, equipment, labor, tools, power, and transportation necessary to implement and maintain these requirements.
2. Micro-surfacing in accordance with City of Midland's Micro-Surfacing Specifications. The unit of payment shall be square yards of micro-surfacing place and accepted in accordance with the City's Micro-Surfacing Specifications. This work includes: furnishing micro-surfacing materials; proportioning/mixing; hauling; placement; spreading; handwork; and curing per specification.

Protection of fresh micro-surface until opened to traffic. All materials, equipment, labor, tools, power, and transportation necessary to complete the item.

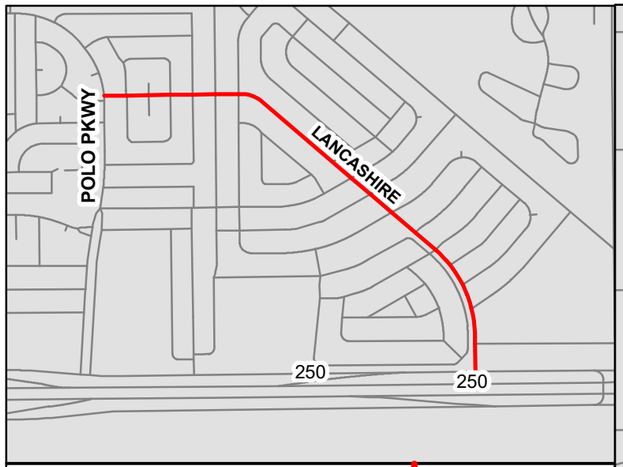
3. Asphalt Milling at Concrete Intersections/Concrete VG Tie-ins. Unit of payment shall be square yards of asphalt milled to the specified depth and accepted. This work includes equipment, labor, layout, milling/grinding operations, cleanup/sweeping, handling/hauling and proper disposal of milling, and all incidentals necessary to complete the work.
4. Thermoplastic Grinding. Unit of payment shall be square feet of thermoplastic pavement marking grinding completed and accepted, within the limits directed for the project. This work includes grinding/removal of existing thermoplastic markings as required to prevent "ghost outlines" and conflicts. Collection and disposal of grindings/debris; sweeping/cleanup. Protection of the roadway surface and adjacent improvement during removal operations. All materials, equipment, labor, tools, power, and transportation necessary to complete the work.

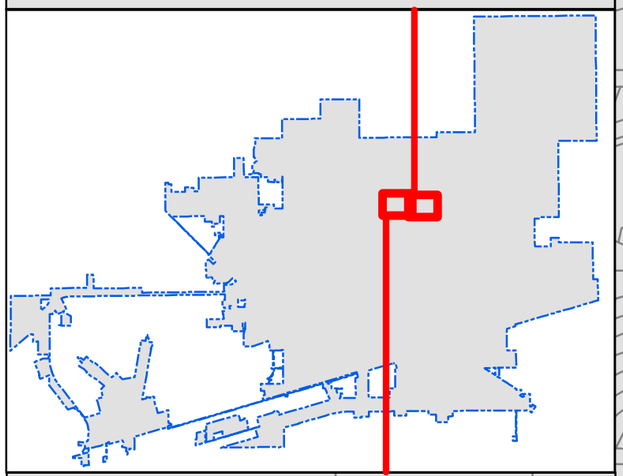
VSS International, Inc.	3/25/2026
Company Name	Date
Authorized Signature	916.373.1500
	Phone
Jeff Roberts, President	916.373.0183
Print Above Name	Fax

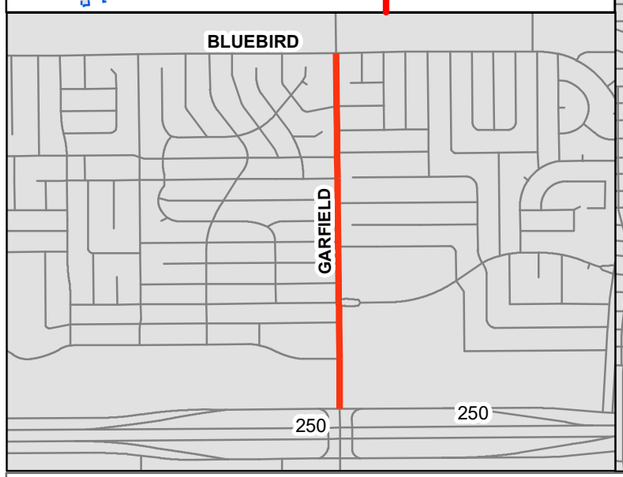
FY 2026 Micro-Surface Project

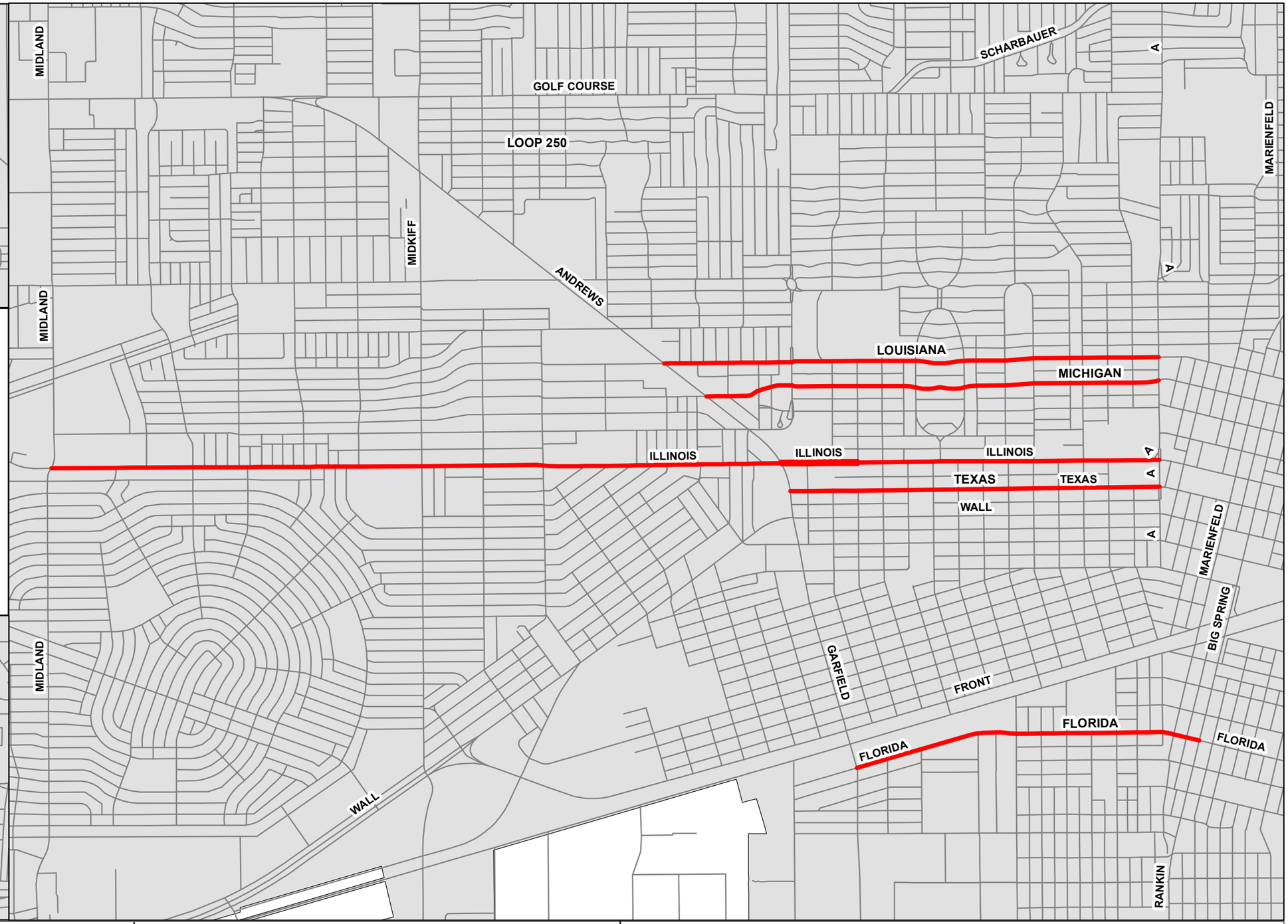
Street	From	To	Area SY
Lancashire	Polo Parkway	Loop 250	18,585
Florida	Garfield	Big Spring/Rankin	27,612
Texas	Andrews	A Street	27,822
Michigan	Andrews	A Street	27,824
Louisiana	Andrews	A Street	29,565
Garfield	Bluebird	Loop 250	18,065
Illinois	Andrews	A Street	34,832
Illinois	Midland	Andrews	72,029
TOTAL			**256,334**

Length Ft
3,472
4,997
5,299
6,538
7,101
2,371
6,684
10,386
46,848









Legend

FY26 Micro-Surface

City Limit

Street Centerline

FY 26 Micro-Surface Project

01/08/2026

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND Transportation

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. N/A

KNOW ALL MEN BY THESE PRESENTS, THAT VSS International, Inc.

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to FY 2026 Micro-Surfacing - Project No. 26003270.

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 24th. day of March, 2026.

VSS International, Inc.
Principal

By Jeff Roberts, President

Address 3785 Channel Drive
W. Sacramento, CA 95691

Western Surety Company
Surety

By Lucy M. Dunham, Attorney-in-Fact

Address 910 Pleasant Grove Blvd., Ste. 120-347
Roseville, CA 95678

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM

REVISED: March 30, 2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On 11-12-2026 before me, Yvonne Roncagliolo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lucy M. Dunham,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

YVONNE RONCAGLIOLO
Notary Public - California
San Francisco County
Commission # 2455415
My Comm. Expires Aug 24, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lucy M. Dunham
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, 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 WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of March, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Form F4280-6-2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo)

On March 24, 2026 before me, Maria Prado, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA PRADO
Notary Public - California
Yolo County
Commission # 2502241
My Comm. Expires Nov 13, 2028

Signature _____ **(Seal)**

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

===

END OF GENERAL DECISION"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
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.	Date Received

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

VSS International, Inc. ,Yolo County/ 3785 Channel Drive, West Sacramento, CA 95691

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.**

City of Midland, Texas - Purchasing Division
Name of Officer

Project: 26003270 FY 2026 Micro-Surface and Slurry Seal Project
Ref. #: 26003270
Pavement Preservation: 269,151 SY Micro-Surfacing

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

none

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

7 Signature of vendor doing business with the governmental entity
Jeff Roberts, President

03/25/2026
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: VSS International, Inc.

Local Address (must be within the City limits): 3785 Channel Drive, West Sacramento, CA 95691

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? 0
3. Year your business was established in the City of Midland: No
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: N/A

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

5. Does your business have more than one office in the State of Texas? ☐ Yes ☑ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☑ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☑ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: 3/25/2026

Printed Name and Title: Jeff Roberts, President

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

“Seller”, as used herein, has the same meaning as “Company”. “Buyer”, as used herein, has the same meaning as “City”.

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

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

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

SOLICITATION NO. 26003270

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

Authorized Signature

President
Title

Jeff Roberts
Name (Print)

VSS International, Inc.
Company

3/25/2026
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 26003270

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: March 25, 2026

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1: Please advise if CIQ form needs to be completed and submitted with Statutes.legis. or is the form just to be completed with bid and submitted after if its awarded.
A1: Yes, the Conflict of Questionnaire is to be completed and submitted as a requested information document for the bid.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.
All other terms and conditions shall remain the same.

VSS International, Inc.
Company Name

Bidder Authorized Signature

3/25/2026
Date

Jeff Roberts, President
Please Print Above Name

916.373.1500
Phone

City Council Meeting

Item Number: 10.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION RATIFYING AND APPROVING EMERGENCY CLEANUP SERVICES ASSOCIATED WITH THE FAILURE OF A CERTAIN WASTEWATER LINE THAT WERE PERFORMED BY BASIN TRUCKING AND OILFIELD SERVICES LLC FOR A TOTAL COST OF $388,080.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution ratifying the purchase and approving payment for emergency wastewater line failure at the draw by Mulberry and Lamesa Rd. performed by Basin Trucking and Oilfield Services LLC for a cost of $388,080.00 for the Utilities Department.

Recommended Action:
Approve

Fiscal Impact:
Funding is available in the Water and Sewer Unappropriated Fund Balance and will be appropriated for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Basin Trucking and Oilfield Services LLC was called for the emergency wastewater line failure at the draw by Mulberry and Lamesa Rd. Immediate action is recommended on an emergency basis pursuant to Texas Local Government Code 252, Section 252.022.(2) General Exemptions, “A procurement necessary to preserve or protect the public health or safety of the municipality’s residents”. Due to the urgent nature of the situation, services were secured under emergency protocols to quickly reduce public health and environmental risks to protect critical infrastructure. Please see the attached memo from Alma McCammond, Assistant Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for emergency wastewater line failure at the draw by Mulberry and Lamesa Rd. performed by Basin Trucking and Oilfield Services LLC for a cost of $388,080.00.

Attachments:

A. IO MEMO - Emergency Cleanup Memo
B. RESO W EXH - Ratify - Emergency Draw Cleanup Services Reso w Exh
C. Invoice 90953-1

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

INTEROFFICE MEMORANDUM

To: Erika Munoz, Purchasing Manager

From: Alma McCammond
Date: 4/15/2026

Subject: Approval of Emergency Payment – Basin Trucking and Oilfield Services (Mulberry Wastewater Line Break Draw Cleanup)

Dear Erika,

I am writing to request City Council approval for an emergency payment to Basin Trucking and Oilfield Services in the amount of $388,080.00 for cleanup services associated with an emergency wastewater line break at Mulberry (Mulberry Lane and Lamesa Road – Draw).

Background:
On 3/24/2026, the Utilities Department responded to an emergency wastewater line failure at the draw by Mulberry and LaMesa Rd. The incident resulted in a significant discharge requiring immediate containment, environmental mitigation, and cleanup efforts to protect public health, safety, and the surrounding environment. Due to the urgency and scale of the response, specialized equipment and services were required to address the situation promptly and effectively.

Scope of Work:
Basin Trucking and Oilfield Services provided emergency response and cleanup services, including but not limited to:

- Containment and removal of discharged wastewater
- Vacuum and hauling services
- Site stabilization and cleanup
- Support for environmental mitigation efforts

Justification:
Given the emergency nature of the event, services were procured in accordance with emergency response protocols to ensure immediate action and minimize risk to public health and environmental compliance. This effort aligns with Goal 6 of the City of Midland Strategic Plan by supporting the reliability and protection of critical infrastructure.

Cost and Funding:
The total cost for the emergency services provided is $388,080.00, to be funded through the Utilities Department Unallocated Fund.

Request for Approval:
I respectfully request approval of the emergency payment to Basin Trucking and Oilfield Services for services rendered in response to this incident.

Please let me know if you need any additional documentation or information.

Sincerely,

Alma McCammond
Assistant Utilities Director

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING EMERGENCY CLEANUP SERVICES ASSOCIATED WITH THE FAILURE OF A CERTAIN WASTEWATER LINE THAT WERE PERFORMED BY BASIN TRUCKING AND OILFIELD SERVICES LLC FOR A TOTAL COST OF $388,080.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, a wastewater line failure at the draw located in proximity to the intersection of Mulberry Lane and North Lamesa Road resulted in a significant discharge requiring immediate containment, environmental mitigation, and cleanup efforts; and

WHEREAS, Basin Trucking and Oilfield Services LLC ("Company") was the contractor called on to perform the emergency cleanup services (the "Services"); and

WHEREAS, Company agreed to provide the Services for a total cost of $388,080.00 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that the above-referenced damage constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by Tex. Loc. Gov't Code § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the Services provided by Company for a total cost of $388,080.00;

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

SECTION ONE. That the Services performed by Company for a total cost of $388,080.00 are hereby ratified and approved.

SECTION TWO. That funding shall be available in the Water and Sewer Unappropriated Fund Balance and will be appropriated for said purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company from funds appropriated in Section Two hereof upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet-Crump, City Attorney

Basin Trucking & Oilfield Services LLC
1409 N Fairgrounds Rd
Midland, TX 79706 US
+14326643305
basintrucking@yahoo.com

BILL TO
Water and Waste Water
Water and Waste Water

INVOICE # 90953-1
DATE 03/26/2026

TERMS Net 30

LEASE NAME
Water and Waste Water Utilities

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/26/2026	Environmental Remediation Sewer Spill Cleanup Bid.	1	388,080.00	388,080.00

SUBTOTAL	388,080.00
TAX	0.00
TOTAL	388,080.00
BALANCE DUE	**$388,080.00**

Exhibit "A"

Basin Trucking & Oilfield Services LLC
1409 N Fairgrounds Rd
Midland, TX 79706 US
+14326643305
basintrucking@yahoo.com

BILL TO
Water and Waste Water
Water and Waste Water

INVOICE # 90953-1
DATE 03/26/2026

TERMS Net 30

LEASE NAME
Water and Waste Water Utilities

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/26/2026	Environmental Remediation Sewer Spill Cleanup Bid.	1	388,080.00	388,080.00

SUBTOTAL	388,080.00
TAX	0.00
TOTAL	388,080.00
BALANCE DUE	**$388,080.00**

City Council Meeting

Item Number: 11.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION REJECTING THE SOLE PROPOSAL RECEIVED FOR THE LOOP 250 NORTH AND BIG SPRING STREET DRAINAGE ENHANCEMENTS PROJECT FOR THE UTILITIES DEPARTMENT

Purpose:
Resolution rejecting the sole proposal received for the Loop 250 N and Big Spring St. Drainage Enhancements Project for the Utilities Department.

Recommended Action:
Approve

Fiscal Impact:
No funding is required.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The City Manager and/or City Manager's designee authorized the issuance of a request for proposals for the Loop 250 N and Big Spring St. Drainage Enhancements Project for the Utilities Department. The proposal request was sent to four hundred thirty-nine (439) vendors. We received a sole bid from Boler Equipment Service, Inc. Staff recommends rejecting the sole proposal received for the Loop 250 N and Big Spring St. Drainage Enhancements Project. Please see the attached memo from NAME, Director, for more information.

Therefore, please consider a resolution rejecting the sole proposal received for the Loop 250 N and Big Spring St. Drainage Enhancements Project for the Utilities Department.

Attachments:
A. RESOLUTION - Reject - Loop 250 N Big Spring St Drainage Enhancements Project Reso
B. 26003305 Bid Tab

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026

Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RESOLUTION NO. _____

RESOLUTION REJECTING THE SOLE PROPOSAL RECEIVED FOR THE LOOP 250 NORTH AND BIG SPRING STREET DRAINAGE ENHANCEMENTS PROJECT FOR THE UTILITIES DEPARTMENT

WHEREAS, the City Manager or the City Manager's designee authorized the issuance of a request for proposals for the Loop 250 North and Big Spring Street Drainage Enhancements Project (the "Project") for the Utilities Department; and

WHEREAS, the City Council finds it to be in the public interest to reject the sole proposal received for the Project;

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

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That the sole proposal received for the Project is hereby rejected.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

26003305 Big Spring Drainage Bid Opening: April 9, 2026				
			Boler Equipment Service, Inc.	
		Total Cost	$775,000.00	
#	Items	Quantity Required	Unit Price	Total Cost
#0-1	Materials Portion Incorporated Into Project	1	$400,000.00	$400,000.00
#0-2	Labor Portion Incorporated Into Project	1	$275,000.00	$275,000.00
#0-3	Other Costs Not Incorporated Into Project	1	$100,000.00	$100,000.00

Bid Summary

439 Bids were Issued

39 Document Takers

0 No Bids were received

1 Bids listed above

477 Bidders did not respond

City Council Meeting

Item Number: 12.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH CXT INCORPORATED FOR THE CONSTRUCTION AND INSTALLATION OF A RESTROOM FACILITY ON THE QUAIL COURSE AT THE COURSES AT HOGAN PARK THROUGH SOURCEWELL FOR A TOTAL COST OF $138,006.25; APPROVING $25,000.00 FOR PROJECT-RELATED COSTS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the Restroom Facility for the Quail Course at Hogan Park Golf Course to CXT Incorporated through Sourcewell contract # 052725-CXT for a cost of $138,006.25 plus $25,000 for other project related costs for a total cost of $163,006.25 for the Parks and Recreation Department.

Recommended Action:
Approve

Fiscal Impact:
Funding in the amount of $163,006.25 is available in the Hogan Golf Course Renovation Project.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff recommends awarding a contract for the Restroom Facility for the Quail Course at Hogan Park Golf Course to CXT Incorporated through Sourcewell contract # 052725-CXT. 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 Laurie M. Williams, Parks and Recreation Director, for additional information.

Therefore, please consider a resolution awarding a contract for the Restroom Facility for the Quail Course at Hogan Park Golf Course to CXT Incorporated through Sourcewell contract # 052725-CXT for a cost of $138,006.25 plus $25,000 for other project related costs for a total cost of $163,006.25.

Attachments:

A. IO MEMO - 042826HPGCQuailRestrmMemo
B. RESOLUTION - Sourcewell - Restroom Building for Golf Course Reso
C. Contract 26004122

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

Courses at Hogan Park Division
Interoffice Memorandum

Date: April 14, 2026
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Purchase and Installation of a Modular Restroom Facility at the Quail Course at the Courses at Hogan Park

City staff has worked with CXT Incorporated to design a practical and cost-effective restroom building to be installed as part of the renovations at the Quail Course.
This building will be similar to restrooms installed in multiple parks. The building will be block construction with a metal roof. The current building is one room and is used by both men and women. The proposed building will have one designated room for men and one for women.

The existing restroom facility on the course is in very poor condition. That facility will be demolished by city staff. City forces will prepare the subgrade for the new building and have the utilities within 5 feet of the location. This is a cost savings of approximately $30,000. The new building will be delivered to the location and set in place, then plumbing and electrical will be completed by the installation crew.

The Sourcewell quote for the building is $138,006.25 and includes all architectural / design, building engineering, construction of the building, all inspections, freight, crane, installation, bonds, and permits. Work on the project would begin as soon as possible and be completed in 2026.

Staff recommends the Sourcewell purchase of the Modular Restroom Building from CXT Incorporated in the amount of $138,006.25. $25,000.00 is also requested for demolition, materials for the pad, and other project related costs. Total project cost is $163,006.25.

Funding in the amount of $163,006.25 is available in the Hogan Golf Course Renovation Project.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH CXT INCORPORATED FOR THE CONSTRUCTION AND INSTALLATION OF A RESTROOM FACILITY ON THE QUAIL COURSE AT THE COURSES AT HOGAN PARK THROUGH SOURCEWELL FOR A TOTAL COST OF $138,006.25; APPROVING $25,000.00 FOR PROJECT-RELATED COSTS; AND AUTHORIZING PAYMENT

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, CXT Incorporated ("Contractor") has submitted a total proposed cost to the City of $138,006.25 for construction and installation of a restroom facility on the Quail Course at the Courses at Hogan Park (the "Project") through Sourcewell; and

WHEREAS, the Council finds the price proposed by Contractor through Sourcewell for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Contractor for the Project through Sourcewell; and

WHEREAS, the City Council finds it to be in the public interest to approve $25,000.00 for project-related costs;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project through Sourcewell for a total cost of $138,006.25. Said contract shall be kept on file in the City Secretary's Office and referenced by the date and number of this resolution.

SECTION TWO. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if the change orders, in total, do not increase the original contract price by more than $25,000.00. The sum of $25,000.00 for project-related costs is hereby approved.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution from available funds in the Hogan Golf Course Renovation Project upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____

Nicholas Toulet, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 26004122

THIS CONTRACT, effective the 29th day of April 2026, by and between the City of Midland, hereinafter referred to as "CITY", and CXT, Incorporated, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 138,006.25 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the construction and installation of a restroom facility at Hogan Park Golf Course. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 150 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2026 personally appeared, _____, an officer of CXT, Incorporated, 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 _____, 2026.

_____

Notary Public, State of _____

Exhibit 'A"

Sourcewell Awarded Contract
Contract # 052725-CXT

CXT® Incorporated manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Incorporated, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

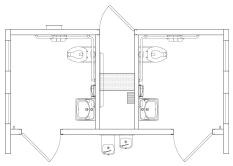
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

DENALI — 10' 3" x 17' 2"

Denali with chase has two single user fully accessible flush restrooms. Standard features include simulated board and batt upper and Napa Valley rock lower textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

*Base Price $ 90,880.65

Optional Sections

Restroom* $90,880.65 Qty: = $0.00

Shower*$105,320.25 Qty: = $0.00

Family Assist Shower/Restroom Combo* $101,871.00 Qty: = $0.00

Multipurpose Room $86,902.20 Qty: = $0.00

Concession* $100,718.10 Qty: = $0.00

**Includes 4-gallon water heater.*

Total for Optional Sections $ 0.00

Added Cost Options		Price per Unit	Click to select	
Final Connection to Utilities (per section)		$ 7,000.00	☑	7,000.00
Custom Wall Texture (per section)		$ 8,500.00	☐	0.00
Optional Roof Texture (per section) ☑ Ribbed Metal		$ 6,500.00		6,500.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty:	$ 2,500.00	☐	0.00
Stainless Steel Lavatory (each)	Qty:	$ 1,750.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 1,000.00	☑	2,000.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 150.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 1,100.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 1,800.00	☐	0.00
Marine Package *(excluding fiberglass doors, frames and front window frames)* (per section)		$ 4,500.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 6,500.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty: 1	$ 8,500.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 5,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 850.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	$ 5,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 2,500.00	☑	5,000.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☑	1,200.00

Total for Added Cost Options: $ 21,700.00

Custom Options: crane and install surcharge $7500 $ 7,500.00

Sourcewell Awarded Contract Contract # 052725-CXT

Engineering and State Fees: $ 8,500.00

Estimated One-Way Transportation Costs to Site (quote): $ 9,425.60

Estimated Tax: $

Estimated monthly payment on 5 year lease ***$2,773.93***

Total Cost per Unit Placed at Job Site: $ 138,006.25

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Signer's Name
(please tpe or print)

Company Representative Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

_____ Amber Rose	_____ Berry Mauve	_____ Buckskin	_____ Cappuccino Cream
_____ Charcoal Gray	_____ Cocoa Milk	_____ Evergreen	_____ Georgia Brick
_____ Golden Beige	_____ Granite Rock	_____ Hunter Green	_____ Java Brown
_____ Liberty Tan	_____ Malibu Taupe	_____ Mocha Caramel	_____ Natural Honey
_____ Nuss Brown	_____ Oatmeal Buff	_____ Pueblo Gold	_____ Raven Black
_____ Rich Earth	_____ Rosewood	_____ Sage Green	_____ Salsa Red
_____ Sand Beige	_____ Sun Bronze	_____ Toasted Almond	_____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Use an X to mark options.

Rock Color

_____ Basalt _____ Mountain Blend _____ Natural Gray _____ Romana

Roof Texture ***(*If option is not available verify optional roof texture option is selected on previous page.)***

X Ribbed Metal* _____ Cedar Shake

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
(*If option is not available verify custom wall texture option is selected on previous page.)

_____ Split Face Block* _____ Horizontal Lap T Board & Batt _____ Stucco*

_____ Brick* _____ Distressed Wood*# _____ Barnwood*

Rock Wall Texture *(bottom texture only)*
(*If option is not available verify custom wall option is selected on previous page.)

B Napa Valley _____ River Rock* _____ Flagstone* _____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Accessible Signage

☑ Men ☑ Women ☐ Unisex

Notes:

Deliver to - Midland TX

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 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.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 13.
Meeting Date: April 28, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SUPPORT SERVICES ASSOCIATED WITH THE CHLORINE SCRUBBER REPLACEMENT PROJECT FOR A TOTAL COST OF $263,319.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding the execution of a professional services agreement with Freese and Nichols, Inc for engineering support services for the Chlorine Scrubber Replacement Project at the Water Purification Plant for a cost of $263,319.00.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Utilities Operating budget and will be transferred and appropriated to a project for this purpose.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Resolution 2025-074 approved the selection of Freese and Nichols, Inc., for performance of on-call engineering support services for the Utilities Department. Freese and Nichols, Inc. will provide engineering support services for the replacement of the malfunctioning chlorine scrubber system at the City's Water Purification Plant, resolving a significant safety and compliance issue. Please see the attached memo from Alma McCammond, Assistant Utilities Director, for additional information.

Therefore, please consider a resolution authorizing a professional services agreement with Freese and Nichols, Inc for engineering support services for the Chlorine Scrubber Replacement Project at the Water Purification Plant for a cost of $263,319.00.

Attachments:
A. IO MEMO - Chlorine Scrubber FNI Memo
B. RESO W EXH - Authorize PSA - Chlorine Scrubber Replacement Project Reso w Exh

C. Professional Services Agreement

Erika Munoz, General Services	Created/Initiated - 4/17/2026
Regina Stephenson, General Services	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

INTEROFFICE MEMORANDUM

To: Erika Munoz, Purchasing Manager

From: Alma McCammond
Date: 4/15/2026

Subject: Approval to enter into an agreement for Engineering Services – Chlorine Scrubber Replacement at Water Purification Plant for the Utilities Department

Purpose:
To request approval to enter into an agreement with Freese and Nichols, Inc under the Utilities On-Call Services agreement (Resolution 2025-074). for engineering services to support the replacement of the existing chlorine scrubber system at the City's Water Purification Plant. The total cost for engineering services is proposed at **$263,319**.

Background:
As identified in the previously conducted Water Purification Plant Assessment, the existing chlorine scrubber system is no longer properly functioning and requires replacement. This system is a critical safety component that mitigates risks associated with chlorine gas handling and storage. While this project is planned, the current condition presents an important safety concern, as it limits the facility's ability to effectively respond to a potential chlorine release, increasing risk to personnel, the public, and plant operations.

The proposed project will replace the scrubber equipment, along with associated duct piping and isolation dampers, and includes a review of compatibility with the recently upgraded chlorine leak detection system. Addressing this condition in a timely manner is necessary to restore this critical safety function, maintain regulatory compliance, and reduce risk to the facility and surrounding community.

Scope of Work:
Freese and Nichols, Inc. will provide engineering services necessary to support the full delivery of the project, including:

1. **Project Management**
2. **Design Phase**
3. **Bid Phase**
4. **Construction Phase General Representation**

Justification:
Replacing the chlorine scrubber system is necessary to address the safety and operational concerns at the Water Purification Plant. The existing system is no longer functional, eliminating a key safeguard that mitigates and contains potential chlorine gas releases. Without a reliable scrubber system in place, the facility's ability to respond effectively to a release is reduced, increasing potential risk to personnel, the public, and continued plant operations.

This project aligns with **Goal 6: Strengthen and Sustain Our Infrastructure**, specifically **Goal 6.1: Provide Reliable and Sustainable Utilities**, by ensuring that critical safety infrastructure remains operational and effective.

Cost and Funding:
The total cost for engineering services is **$263,319**, to be funded through the Utilities Department **consultant line item**.

Request for Approval:
Approval is requested to execute an agreement with Freese and Nichols, Inc. in the amount of **$263,319** for engineering services associated with the replacement of the chlorine scrubber system at the Water Purification Plant.

Please let me know if you need any additional documentation or information.

Sincerely,

Alma McCammond
Assistant Utilities Director

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SUPPORT SERVICES ASSOCIATED WITH THE CHLORINE SCRUBBER REPLACEMENT PROJECT FOR A TOTAL COST OF $263,319.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, Resolution 2025-074 approved the selection of Freese and Nichols, Inc. ("Company") for the performance of on-call engineering support services for the Utilities Department; and

WHEREAS, the Utilities Department has selected Company to provide engineering support services for the Chlorine Scrubber Replacement Project (the "Services"); and

WHEREAS, Company has proposed to perform the Services for a total cost of $263,319.00; and

WHEREAS, the City Council finds that Company is qualified to perform the Services; and

WHEREAS, the City Council finds that the professional fees proposed by Company are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Company provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Company as the most highly qualified provider of the Services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fees for the Services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Company for the Services. Said agreement being in

a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That $263,319.00 is available in the Utilities Operating Budget and will be transferred to a project for said purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company from available funds referenced in Section Two hereof in accordance with the terms of said professional services agreement upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____

Nicholas Toulet, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 29 day of April 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and FREESE AND NICHOLS, INC. ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform engineering services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $263,319.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay

every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from April 29, 2026 until November 1, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

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

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall

be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-

ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

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

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

If to COMPANY: Freese and Nichols, Inc.
2575 S. Loop 289, Suite 103
Lubbock, Texas 79423

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

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002, 2274.002 and 2276.002 apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, 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

Exhibit A – Chlorine Scrubber

PROJECT UNDERSTANDING

The City of Midland (CITY) desires to replace the existing chlorine scrubber at the Water Purification Plant (PROJECT) as recommended in the previously completed WPP Assessment report. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the PROJECT. Under this scope, "ENGINEER" includes Freese and Nichols, Inc. and any sub-consultant, employed or contracted by the ENGINEER.

The primary goal of this PROJECT is to replace the current chlorine scrubber, which is no longer functioning. The scrubber equipment and associated outdoor duct piping and isolation dampers will be replaced. The City has recently replaced the chlorine leak detection system, so the Engineer will review the system for compatibility with the new scrubber. Services will include design, bidding, and construction general representation. Below is a breakdown of the tasks necessary to complete this PROJECT.

WORK TO BE PERFORMED

BASIC SERVICES

Task 1. Project Management
Task 2. Design Phase
Task 3. Bid Phase
Task 4. Construction Phase General Representation

PART 1.0 BASIC SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

The basic scope of services proposed for this PROJECT includes the following:

TASK 1. PROJECT MANAGEMENT

ENGINEER will manage the work outlined in this scope for efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct ENGINEER team activities
- Manage quality control activities in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Prepare for and attend one (1) in person kick-off meeting with the CITY to confirm project goals, schedule, and deliverables and discuss the CITY's expectations. A site visit will immediately follow the kick-off meeting. A virtual option will be available for the kick-off meeting as well.
- Prepare for and attend up to four (4) virtual project meetings during design phase with the CITY Project Manager and other CITY personnel as appropriate.
- Prepare and submit eighteen (18) progress reports and invoices.
- Prepare and submit a Project Schedule.

DELIVERABLES

1. Meeting agendas and summaries with action items.
2. Monthly invoices.
3. Monthly progress reports.
4. Project Schedule.

TASK 2. DESIGN PHASE

2.1 Drawings and Specifications

- Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed.
- Submit drawings, specifications, and Construction Contract Documents to the applicable state and/or local agency(s) for approval, where required.
- Prepare revised opinion of probable construction cost.
- Prepare bidder's proposal forms of the improvements to be constructed.
- Provide design submittals at 60%, 90% and 100% design milestones.

The CITY will provide the following additional information:

- Available record drawings and operations and maintenance manuals of the existing chlorine scrubber

DELIVERABLES

1. Preliminary drawings and specifications (electronic copy in .pdf format)
2. Final drawings and specifications (electronic copy in .pdf format)

TASK 3. BID PHASE

3.1 Upon completion of the design services and approval of "Final" drawings and specifications by CITY, ENGINEER shall provide professional services in this phase as follows:

- Assist CITY in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in ENGINEER's database of prospective bidders. Provide a copy of the notice to bidders for CITY to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the CITY.
- Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
- Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- At CITY's request, ENGINEER will assist CITY in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the PROJECT. Recommend award of contracts or other actions as appropriate to be taken by CITY. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
- Assist the CITY in conducting a pre-bid conference for the construction projects and coordinate responses with CITY. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
- Assist CITY in the preparation of Construction Contract Documents for construction contracts. Provide four (4) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the CITY and construction contractor. Distribute two (2) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide CITY with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
- Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

DELIVERABLES

1. Notice to Bidders
2. Construction Contract Documents

TASK 4. CONSTRUCTION PHASE GENERAL REPRESENTATION

4.1 Upon completion of the bid phase services, ENGINEER will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that ENGINEER does not guarantee the contractor's performance, nor is ENGINEER responsible for the supervision of the contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the contractor or any subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the PROJECT.

These services are based on the use of ENGINEER's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than ENGINEER's standard are used, the CITY agrees to include provisions in the General Conditions that require the construction contractor to include ENGINEER: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by contractor for the PROJECT (except workers' compensation and professional liability policies); and (2) as an indemnified party in the contractor's indemnification provisions where the CITY is named as an indemnified party.

- Assist CITY in conducting pre-construction conference(s) with the contractor(s), review construction schedules prepared by the contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the PROJECT from information provided by the construction contractor.
- Establish communication procedures with the CITY and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
- Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the PROJECT. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. Submittal reviews to more than twelve (12) submittals are an additional service.

- Based on ENGINEER's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by contractor, determine the amount that ENGINEER recommends contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- Conduct one (1) trip to the site to observe the progress of work. Visiting the site to review the work while in progress in excess of one (1) trip is an Additional Service.
- Interpret the drawings and specifications for CITY and contractor(s). Responses to more than five (5) Request for Information are an additional service. Investigations, analyses, and studies requested by the contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an additional service.
- Conduct, in company with CITY's representative, a final review of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Review and comment on the certificate of completion and the recommendation for final payment to the contractor(s). Visiting the site to review completed work in excess of one (1) trip is an Additional Service.
- Revise the construction drawings in accordance with the information furnished by construction contractor(s) reflecting changes in the PROJECT made during construction.

DELIVERABLES

1. Record Drawings (one printed copy and one electronic copy in .pdf format)

PART 2.0 ASSUMPTIONS

The scope of service provided in Part 1 assumes the following:

1. Generator Capacity: The existing standby generator at the Water Purification Plant (WPP) has sufficient capacity and fault-clearing capability to serve the new chlorine scrubber under anticipated operating conditions. No generator upgrades, load-shedding schemes, paralleling gear, or protective relay modifications are included.
2. No electrical system expansion: No additional electrical feeders, conduits, or panel or transformer upgrades are required beyond standard connections for the scrubber skid. Work is limited to terminations at the nearest available code-compliant power source. Any additional

wiring, raceways, breakers, coordination study updates, or arc-flash label updates will be an Additional Service.

3. The chlorine scrubber will be an equivalent replacement within the existing pad footprint; no architectural, structural, or HVAC building changes other than anchorage and penetrations needed for the install and replacement of exterior duct piping and valves.
4. Tie-ins limited to immediate scrubber connection points; no rerouting of process piping or relocation of adjacent equipment.
5. Controls/SCADA: only mapping vendor signals/alarms into existing PLC/SCADA and updating existing graphics; no new panels, radios, or network upgrades.

PART 3.0 ADDITIONAL SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of Services shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
2. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this AGREEMENT.
3. Visits to the site in excess of the number of trips included in the previous sections for periodic site visits, coordination meetings, or contract completion activities.
4. Providing Basic or Additional Services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
5. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this AGREEMENT.
6. Provide Geotechnical investigations, studies, and reports.

PART 4.0 PERIODS OF SERVICE

TIME OF COMPLETION: ENGINEER is authorized to commence work on the PROJECT upon execution of this AGREEMENT and agrees to complete the services within the schedule shown on in the attached Gantt Chart.

If ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to ENGINEER, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT.

PART 5.0 COMPENSATION

Below is the proposed lump sum compensation:

City of Midland Chlorine Scrubber Replacement	
Chlorine Scrubber Replacement	$ 263,319

PART 6.0 CITY'S RESPONSIBILITIES

CITY shall perform the following in a timely manner so as not to delay the services of ENGINEER:

- Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings.
- Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to ENGINEER's services for the PROJECT.
- Examine and provide prompt feedback on all submittals, draft reports, and other documents presented by ENGINEER within a reasonable time so as not to delay the services of ENGINEER.
- Provide record information as requested and if available to ENGINEER.
- Attend site visits with ENGINEER.
- Assist ENGINEER with coordinating with other departments within the CITY
- Furnish, or direct ENGINEER to provide, Additional Services in Part 3.0 or other services as required.
- Bear all costs incident to compliance with the requirements of this Part 6.0.

PART 7.0 OTHER

DESIGNATED REPRESENTATIVES: ENGINEER and CITY designate the following representatives:

CITY's Designated Representative – Carl Craigo, PE, Utilities Director, 300 N. Loraine Street, Midland Texas 79701; Phone: 432-685-7261; E-mail: ccraigo@midlandtexas.gov

CITY's Accounting Representative –

ENGINEER's Project Manager – Kira Iles, 10431 Morado Circle, Suite 300, Austin, TX 78759;

Phone: 513-617-3189; E-mail: kira.iles@freese.com

ENGINEER's Accounting Representative – Ashley O'Neil, 10431 Morado Circle, Suite 300, Austin, TX 78759; Phone: 512-737-2051; E-mail: Ashley.ONeil@freese.com

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 29 day of April 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and FREESE AND NICHOLS, INC. ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform engineering services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $263,319.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay

every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from April 29, 2026 until November 1, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

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

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall

be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-

ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

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

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

If to COMPANY: Freese and Nichols, Inc.
2575 S. Loop 289, Suite 103
Lubbock, Texas 79423

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

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002, 2274.002 and 2276.002 apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, 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

Exhibit A – Chlorine Scrubber

PROJECT UNDERSTANDING

The City of Midland (CITY) desires to replace the existing chlorine scrubber at the Water Purification Plant (PROJECT) as recommended in the previously completed WPP Assessment report. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the PROJECT. Under this scope, "ENGINEER" includes Freese and Nichols, Inc. and any sub-consultant, employed or contracted by the ENGINEER.

The primary goal of this PROJECT is to replace the current chlorine scrubber, which is no longer functioning. The scrubber equipment and associated outdoor duct piping and isolation dampers will be replaced. The City has recently replaced the chlorine leak detection system, so the Engineer will review the system for compatibility with the new scrubber. Services will include design, bidding, and construction general representation. Below is a breakdown of the tasks necessary to complete this PROJECT.

WORK TO BE PERFORMED

BASIC SERVICES

Task 1. Project Management
Task 2. Design Phase
Task 3. Bid Phase
Task 4. Construction Phase General Representation

PART 1.0 BASIC SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

The basic scope of services proposed for this PROJECT includes the following:

TASK 1. PROJECT MANAGEMENT

ENGINEER will manage the work outlined in this scope for efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct ENGINEER team activities
- Manage quality control activities in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Prepare for and attend one (1) in person kick-off meeting with the CITY to confirm project goals, schedule, and deliverables and discuss the CITY's expectations. A site visit will immediately follow the kick-off meeting. A virtual option will be available for the kick-off meeting as well.
- Prepare for and attend up to four (4) virtual project meetings during design phase with the CITY Project Manager and other CITY personnel as appropriate.
- Prepare and submit eighteen (18) progress reports and invoices.
- Prepare and submit a Project Schedule.

DELIVERABLES

1. Meeting agendas and summaries with action items.
2. Monthly invoices.
3. Monthly progress reports.
4. Project Schedule.

TASK 2. DESIGN PHASE

2.1 Drawings and Specifications

- Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed.
- Submit drawings, specifications, and Construction Contract Documents to the applicable state and/or local agency(s) for approval, where required.
- Prepare revised opinion of probable construction cost.
- Prepare bidder's proposal forms of the improvements to be constructed.
- Provide design submittals at 60%, 90% and 100% design milestones.

The CITY will provide the following additional information:

- Available record drawings and operations and maintenance manuals of the existing chlorine scrubber

DELIVERABLES

1. Preliminary drawings and specifications (electronic copy in .pdf format)
2. Final drawings and specifications (electronic copy in .pdf format)

TASK 3. BID PHASE

3.1 Upon completion of the design services and approval of "Final" drawings and specifications by CITY, ENGINEER shall provide professional services in this phase as follows:

- Assist CITY in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in ENGINEER's database of prospective bidders. Provide a copy of the notice to bidders for CITY to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the CITY.
- Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
- Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- At CITY's request, ENGINEER will assist CITY in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the PROJECT. Recommend award of contracts or other actions as appropriate to be taken by CITY. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
- Assist the CITY in conducting a pre-bid conference for the construction projects and coordinate responses with CITY. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
- Assist CITY in the preparation of Construction Contract Documents for construction contracts. Provide four (4) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the CITY and construction contractor. Distribute two (2) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide CITY with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
- Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

DELIVERABLES

1. Notice to Bidders
2. Construction Contract Documents

TASK 4. CONSTRUCTION PHASE GENERAL REPRESENTATION

4.1 Upon completion of the bid phase services, ENGINEER will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that ENGINEER does not guarantee the contractor's performance, nor is ENGINEER responsible for the supervision of the contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the contractor or any subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the PROJECT.

These services are based on the use of ENGINEER's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than ENGINEER's standard are used, the CITY agrees to include provisions in the General Conditions that require the construction contractor to include ENGINEER: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by contractor for the PROJECT (except workers' compensation and professional liability policies); and (2) as an indemnified party in the contractor's indemnification provisions where the CITY is named as an indemnified party.

- Assist CITY in conducting pre-construction conference(s) with the contractor(s), review construction schedules prepared by the contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the PROJECT from information provided by the construction contractor.
- Establish communication procedures with the CITY and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
- Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the PROJECT. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. Submittal reviews to more than twelve (12) submittals are an additional service.

- Based on ENGINEER's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by contractor, determine the amount that ENGINEER recommends contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- Conduct one (1) trip to the site to observe the progress of work. Visiting the site to review the work while in progress in excess of one (1) trip is an Additional Service.
- Interpret the drawings and specifications for CITY and contractor(s). Responses to more than five (5) Request for Information are an additional service. Investigations, analyses, and studies requested by the contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an additional service.
- Conduct, in company with CITY's representative, a final review of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Review and comment on the certificate of completion and the recommendation for final payment to the contractor(s). Visiting the site to review completed work in excess of one (1) trip is an Additional Service.
- Revise the construction drawings in accordance with the information furnished by construction contractor(s) reflecting changes in the PROJECT made during construction.

DELIVERABLES

1. Record Drawings (one printed copy and one electronic copy in .pdf format)

PART 2.0 ASSUMPTIONS

The scope of service provided in Part 1 assumes the following:

1. Generator Capacity: The existing standby generator at the Water Purification Plant (WPP) has sufficient capacity and fault-clearing capability to serve the new chlorine scrubber under anticipated operating conditions. No generator upgrades, load-shedding schemes, paralleling gear, or protective relay modifications are included.
2. No electrical system expansion: No additional electrical feeders, conduits, or panel or transformer upgrades are required beyond standard connections for the scrubber skid. Work is limited to terminations at the nearest available code-compliant power source. Any additional

wiring, raceways, breakers, coordination study updates, or arc-flash label updates will be an Additional Service.

3. The chlorine scrubber will be an equivalent replacement within the existing pad footprint; no architectural, structural, or HVAC building changes other than anchorage and penetrations needed for the install and replacement of exterior duct piping and valves.
4. Tie-ins limited to immediate scrubber connection points; no rerouting of process piping or relocation of adjacent equipment.
5. Controls/SCADA: only mapping vendor signals/alarms into existing PLC/SCADA and updating existing graphics; no new panels, radios, or network upgrades.

PART 3.0 ADDITIONAL SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of Services shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
2. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this AGREEMENT.
3. Visits to the site in excess of the number of trips included in the previous sections for periodic site visits, coordination meetings, or contract completion activities.
4. Providing Basic or Additional Services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
5. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this AGREEMENT.
6. Provide Geotechnical investigations, studies, and reports.

PART 4.0 PERIODS OF SERVICE

TIME OF COMPLETION: ENGINEER is authorized to commence work on the PROJECT upon execution of this AGREEMENT and agrees to complete the services within the schedule shown on in the attached Gantt Chart.

If ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to ENGINEER, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT.

PART 5.0 COMPENSATION

Below is the proposed lump sum compensation:

City of Midland Chlorine Scrubber Replacement	
Chlorine Scrubber Replacement	$ 263,319

PART 6.0 CITY'S RESPONSIBILITIES

CITY shall perform the following in a timely manner so as not to delay the services of ENGINEER:

- Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings.
- Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to ENGINEER's services for the PROJECT.
- Examine and provide prompt feedback on all submittals, draft reports, and other documents presented by ENGINEER within a reasonable time so as not to delay the services of ENGINEER.
- Provide record information as requested and if available to ENGINEER.
- Attend site visits with ENGINEER.
- Assist ENGINEER with coordinating with other departments within the CITY
- Furnish, or direct ENGINEER to provide, Additional Services in Part 3.0 or other services as required.
- Bear all costs incident to compliance with the requirements of this Part 6.0.

PART 7.0 OTHER

DESIGNATED REPRESENTATIVES: ENGINEER and CITY designate the following representatives:

CITY's Designated Representative – Carl Craigo, PE, Utilities Director, 300 N. Loraine Street, Midland Texas 79701; Phone: 432-685-7261; E-mail: ccraigo@midlandtexas.gov

CITY's Accounting Representative –

ENGINEER's Project Manager – Kira Iles, 10431 Morado Circle, Suite 300, Austin, TX 78759;

Phone: 513-617-3189; E-mail: kira.iles@freese.com

ENGINEER's Accounting Representative – Ashley O'Neil, 10431 Morado Circle, Suite 300, Austin, TX 78759; Phone: 512-737-2051; E-mail: Ashley.ONeil@freese.com

City Council Meeting

Item Number: 14.
Meeting Date: April 28, 2026
To: City Council
From: Justine Ruff, Aviation Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS PROJECT TO FNF CONSTRUCTION, INC. AT A TOTAL COST OF $7,710,296.50; APPROVING $1,642,059.10 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution authorizing the execution of a contract with FNF Construction, Inc. in the amount of $7,710,296.50 for the Midland Airpark Entry Road Enhancements at Midland Airpark and appropriating funds for said project.

Recommended Action:
Approve

Fiscal Impact:

Airport Fund	$ 8,065,183.50
City Drainage Fund	$ 999,991.00
Airport Fund — Contingency (20%)	$ 1,542,060.00
City Drainage Fund Contingency (10%)	$ 99,999.10
TOTAL:	**$10,707,233.60**

Breakout of Costs:

Construction Phase Airport Admin Costs (Audit, etc)	$ 10,000.00
Franchise Utility Adjustments	$ 50,000.00
Construction Phase Engineering Fee	$ 415,241.00
Construction Phase Surveying and Testing	$ 87,583.00
Construction Phase Administrative Costs	$ 60,000.00
Construction Phase RPR	$ 732,054.00
Construction Improvements FNF Construction Inc. (Bridge Option)	$ 7,710,296.50
Airport Fund Construction Contingency (20%)	$ 1,542,060.00
Drainage Fund Construction Contingency (10%)	$ 99,999.10
TOTAL:	**$10,707,233.60**

Appropriation Language:

That the sum of $9,607,243.50 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance and transferred to the Midland Airpark Entry Road Enhancements (900401)

The sum of $1,099,990.10 is hereby appropriated from the City Drainage Fund Unappropriated Fund Balance and transferred to the Midland Airpark Entry Road Enhancements (900401)

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The Midland Airpark Entry Road Enhancement Project was originally advertised for bids in November 2023. The project scope at that time included replacing the existing low water crossing, which serves as the sole entrance to Midland Airpark, with a bridge structure to improve safety and reliability. One bid was received, and it significantly exceeded the Engineer's Opinion of Probable Cost (OPC). As a result, City Council rejected the bid in February 2024.

Following the bid rejection, the project was reevaluated and redesigned to better meet the operational and long-term development needs of Midland Airpark. The revised project includes the addition of a second entrance to the Airpark, which will be constructed first. This new entrance will provide critical access to the developing hangar area and improve overall traffic circulation and emergency access.

The redesigned Midland Airpark Entry Road Enhancement Project was re-advertised for bids in January 2026. The updated scope includes:

- Construction of a new secondary entrance to Midland Airpark
- Replacement of the existing low water crossing with a bridge structure
- Widening of the drainage draw between the two entrance points to improve stormwater conveyance and roadway resilience

The drainage improvements were identified as a priority by the City of Midland Engineering Department. To achieve cost efficiencies and minimize construction impacts, the airport and engineering components were combined into a single project. Three bids were received in response to the January 2026 solicitation. After review, FNF Construction Inc. was determined to be the lowest responsive and responsible bidder.

Funding for the airport-related components of the project will be provided through Airport funds. The portion of the project, associated with the drainage draw widening, which addresses City engineering needs, will be funded through the Drainage Fund. Combining these elements into one project results in overall cost savings and improved project delivery efficiency.

Attachments:
A. RESO W EXH - Award Contract for Airpark Entry Road Enhancements Reso w Exh
B. Midland Airpark Entry Road Enhancements-Bid Summary
C. Construction Contract with FNF Construction

Rebecca Boyd, Airports	Created/Initiated - 4/15/2026
Justine Ruff, Airports	Approved - 4/16/2026
Christy Weakland, Finance	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/21/2026

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS PROJECT TO FNF CONSTRUCTION, INC. AT A TOTAL COST OF $7,710,296.50; APPROVING $1,642,059.10 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the construction of the Midland Airpark Entry Road Enhancements Project (the "Project"); and

WHEREAS, the City received three bids for the Project with the lowest responsible bid being submitted by FNF Construction, Inc. ("Contractor"), having submitted a bid of $7,710,296.50 as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the total cost of the work to be completed, according to the bid tabulation in Exhibit A, shall not exceed $7,710,296.50; and

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

WHEREAS, the City Council finds it to be in the public interest to approve $1,642,059.10 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $7,710,296.50, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the sum of $1,642,059.10 is hereby approved for contract contingencies.

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

change orders, in total, do not increase the original contract price by more than $1,642,059.10.

SECTION FOUR. That the sum of $9,607,243.50 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance and transferred to the Midland Airpark Entry Road Enhancements (900401). That the sum of $1,099,990.10 is hereby appropriated from the City Drainage Fund Unappropriated Fund Balance and transferred to the Midland Airpark Entry Road Enhancements (900401).

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $9,352,355.60 from funds appropriated in accordance with Section Four hereof upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Justine Ruff, Director of Airports

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Parkhill

MIDLAND AIRPARK

MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS
MIDLAND, TEXAS
MARCH 26, 2026 AT 2:00 PM

Parkhill Project No. 6198.22

Contractor	Bid Bond	Addendum #1	Addendum #2	Addendum #3	Addendum #4	Base Bid Bridge Option	Alternate Box Culvert Option
Ragle, Inc.	✓	✓	✓	✓	✓	~~$9,364,485.00~~ $9,634,485.00	No Bid
FNF Construction, Inc.	✓	✓	✓	✓	✓	$7,710,296.50	$7,429,759.50
Jones Bros. Dirt & Paving Contractors, LLC.	✓	✓	✓	✓	✓	No Bid	$14,122,202.24

Parkhill

MIDLAND AIRPARK

MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS
MIDLAND, TEXAS
MARCH 26, 2026 AT 2:00 PM

Parkhill Project No. 6198.22

Contractor	Bid Bond	Addendum #1	Addendum #2	Addendum #3	Addendum #4	Base Bid Bridge Option	Alternate Box Culvert Option
Ragle, Inc.	✓	✓	✓	✓	✓	~~$9,364,485.00~~ $9,634,485.00	No Bid
FNF Construction, Inc.	✓	✓	✓	✓	✓	$7,710,296.50	$7,429,759.50
Jones Bros. Dirt & Paving Contractors, LLC.	✓	✓	✓	✓	✓	No Bid	$14,122,202.24

Parkhill

PROJECT MANUAL

MIDLAND AIRPARK (MDD)

Midland Airpark Entry Road Enhancements

Midland, Texas

Midland Airpark

February | 2026

Parkhill Project # 01619822

Parkhill

ADDENDUM NO: 004

TO: ALL PLAN HOLDERS

FROM: PARKHILL

PROJECT NAME: MIDLAND AIRPARK (MDD) – MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS

PROJECT NO.: 6198.22

DATE: 03/17/2026

Attention of all 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 February 2026 as noted below:

This Addendum consists of two pages and drawing number G-111.

I. CHANGES TO ADVERTISEMENT

1. NONE

II. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. NONE

III. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:

1. NONE

IV. CHANGES TO DIVISIONS 02 THROUGH 40 (TECHNICAL SPECIFICATIONS):

1. NONE

V. CHANGES TO DRAWINGS:

1. G-111 – SW3P OVERALL LAYOUT
   a. REMOVE and REPLACE in its entirety as attached to this Addendum.

VI. QUESTION AND ANSWER

Q1: "Just wanted to get a clarification on the limits of the tree removal and clearing in the drainage channel. Do we need to clear the entire channel, including all large trees or just the areas where it gets new grading?"

A1: The tree removal is only required within the areas of the channel that are proposed to be widened. This generally includes the east bank and the channel bottom where new grading is shown. The west bank is intended to remain undisturbed to the practical extent possible and is not part of the widening work. Any additional tree removal outside the graded limits will be determined in the field based on conditions and at the discretion of the Owner.

END OF ADDENDUM NO. 004



Respectfully submitted,

PARKHILL

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:

03/26/2026 FNF Construction, Inc.

115 S. 48th Street Tempe, AZ 85281

By: _____

Jason Creach, Vice President

Parkhill

ADDENDUM NO: 003

TO: ALL PLAN HOLDERS

FROM: PARKHILL

PROJECT NAME: MIDLAND AIRPARK (MDD) – MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS

PROJECT NO.: 6198.22

DATE: 03/13/2026

Attention of all 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 February 2026 as noted below:

This Addendum consists of two pages, drawing number CU-200, and the attached Debarment/Suspension Certification.

I. CHANGES TO ADVERTISEMENT

1. **BID OPENING DATE CHANGE**
   a. **Bid Opening has changed to: March 26, 2026. Time and location remain the same.**

II. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. SECTION 00 01 01 – TOC
   a. ADD "Debarment / Suspension Certification"

2. SECTION 00 01 01 – DEBARMENT / SUSPENSION CERTIFICATION
   a. ADD the "Debarment / Suspension Certification" in its entirety as attached to this Addendum

III. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:

1. NONE

IV. CHANGES TO DIVISIONS 02 THROUGH 40 (TECHNICAL SPECIFICATIONS):

1. NONE

V. CHANGES TO DRAWINGS:

1. SHEET CU-200 – SANITARY SEWER LINE A PLAN & PROFILE
   a. REMOVE and REPLACE in its entirety as attached to this Addendum.

VI. QUESTION AND ANSWER

Q1: To minimize construction costs, please confirm whether the excavated channel material may be left on site for future reuse/stockpiling, or if project requirements mandate that all material be hauled off and disposed of off site.

A1: Material excavated from the channel widening project will be allowed to remain on site and stockpiled for future use at Owner's direction.

END OF ADDENDUM NO. 003



Respectfully submitted,

PARKHILL

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:

03/26/2026 FNF Construction, Inc.

115 S. 48th Street Tempe, AZ 85281

By: _____

Jason Creach, Vice President

Parkhill

ADDENDUM NO: 002

TO: ALL PLAN HOLDERS

FROM: PARKHILL

PROJECT NAME: MIDLAND AIRPARK (MDD) – MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS

PROJECT NO.: 6198.22

DATE: 03/05/2026

Attention of all 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 February 2026 as noted below:

This Addendum consists of two pages, the attached section number 00 41 00, the attached drawing numbers G-101 and C-118, and the attached Pre-Bid Minutes and Attendance Sheet.

I. CHANGES TO ADVERTISEMENT

1. NONE

II. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. SECTION 00 41 00 – BID FORM
   a. REMOVE and REPLACE in its entirety as attached to this Addendum.

III. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:

1. NONE

IV. CHANGES TO DIVISIONS 02 THROUGH 40 (TECHNICAL SPECIFICATIONS):

1. NONE

V. CHANGES TO DRAWINGS:

1. SHEET G-101 – INDEX OF SHEETS
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

2. SHEET C-118 – MDD ENTRY HANGAR ACCES ROAD LAYOUT
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

VI. CLARIFICATIONS/QUESTION AND ANSWER

Clarification 1: Box culverts (if awarded) will be constructed using the Cast-in-Place method.

Q1: Would the City approve Armorock polymer concrete as an alternate bid option for manholes specified with corrosion protection requirements? If acceptable, may Armorock polymer concrete be included as a named alternate bid item on the bid form for the applicable structures?

A1: Because these requirements fall under the authority of the City of Midland, we do not have the discretion to modify their standards. Therefore, this item on the bid form will not

be revised to accommodate this particular request. Any future modifications to the bid form, if warranted, would be addressed separately and in accordance with project and City requirements.

Q2: Is the bidders entire qualification statement to be included in the separate sealed envelope or just the bidders audited financial statements?

A2: Only the bidder's audited financial statements will be in a separate sealed envelope.

Q3: Item No. 92 Ductile Iron Fittings, show a qty of 0.25 EA. Can you please verify the quantity?

A3: The Bid Form is being reissued to reconcile discrepancies.

Q4: Will a specific form be provided to list our subcontractors and suppliers or will a general list from the contractor suffice?

A4: A general list will be sufficient.

Q5: Please confirm the bids are to be turned into Midland City Hall 300 North Loraine St Midland, TX 79701.

A5: Correct. Please follow "Instructions to Bidders."

END OF ADDENDUM NO. 002

PARKHILL SMITH & COOPER, INC. F-560 STATE OF TEXAS AMANDA ROSE BENSON 134819 LICENSED PROFESSIONAL ENGINEER

03/05/2026

Respectfully submitted,

PARKHILL

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:

03/26/2026 FNF Construction, Inc.

115 S 48th Street Tempe, AZ 85281

By:_____

Jason Creach, Vice President

Parkhill

PRE-BID MEETING MINUTES

PROJECT NAME: Midland Airpark Entry Road Enhancements - REBID

PARKHILL PROJECT NO.: 6198.22

DATE: March 3, 2026 TIME: 2:00 P.M.

LOCATION: MDD Terminal Conference Room

ATTACHMENTS: Sign-In Sheet

I. ATTENDANCE: Please Sign In.

II. INTRODUCTIONS

A. OWNER
City of Midland (Airports)
9506 La Force Blvd
Midland, TX 79701
432.560.2200

i. Justine Ruff
Director of Airports
jruff@midlandtexas.gov

ii. Nick Krakovec
Deputy Director of Airports
nkrakovec@midlandtexas.gov

iii. Steve Hirst
Airport Facilities Manager
shirst@midlandtexas.gov

B. ENGINEER
Parkhill
1700 W. Wall Street, STE 100
Midland, TX 79701

i. Danny Winchester, PE
Program Manager
dwinchester@parkhill.com
432.697.1447

ii. Mike Molter, PE
Project Manager
432.681.6119

iii. Amanda Benson, PE
Project Engineer
abenson@parkhill.com
432.681.6136

II. SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

A. DATE & TIME:
   i. Opening Date & Time: **Tuesday, March 17, 2026, at 2:00 P.M.**
   ii. Sealed Bids must be received at the office of the City Secretary, City Hall **before** the closing time for bids. Any bids received after the bid closing time will be returned unopened.
   iii. Bid Opening Location: **City Hall, City Secretary Office, Midland, TX**
   iv. Bid opening is public and all bidders are welcome to attend.

III. SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

A. BID REQUIREMENTS & PREPARATIONS OF BIDS
   i. Contractor's Proposal (Section 00 41 10 – BID FORM)
      a. All pricing items must be filled in or the bid will be rejected.
      b. The bid must have an original signature or the bid will be rejected.
      c. The bid form shall not be changed or altered in any manner or the bid will be rejected.
      d. Any addenda issued up to the date of Bid Opening must be acknowledged on page 1 of the Bid Form or the bid will be rejected.
      e. Changes may be made to the bid by mail 24 hours prior to the Bid Opening.
   ii. Bid Security (Section 00 43 13 – BID BOND)
      a. A five percent security will be submitted with the bid. The five percent will be based on the maximum amount of the bid including all additive alternates.
      b. The security must be in the form of a cashier's check, bond or combination of the two providing it equals five percent.
      c. Bonds must have an original signature and have a power of attorney attached.
      d. Securities including cashier's checks will not be returned until the bid is fully let. This can take up to sixty days.
   iii. Qualifications of Bidders (Section 00 45 13 – BIDDER'S QUALIFICATIONS STATEMENT)
      a. Form must be filled out in its entirety.
      b. Qualifications will need to include financial data, previous experience, present commitments and a list of Subcontractors, Suppliers, and Others.
      c. Financial data will not be opened unless bidder is the apparent low bidder for the Project.

B. OTHER BID REQUIREMENTS
   i. Equipment Schedule
   ii. Non-Collusion Affidavit
   iii. Debarment-Suspension Certificate
   iv. Conflict of Interest and Consideration of Location Affidavit

C. NOTE: THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN ACCORDANCE WITH STATE LAW.

IV. ENGINEER'S OVERVIEW

A. SUMMARY OF PROJECT:
   i. Summary of Work is generally described as construction of two (2) cast-in-place concrete slab span bridges or concrete box culverts alternate, approaches, concrete rip-rap, channel excavation and grading, rehabilitation of roadway approaches and airport entry roads with hot-mix asphalt pavement, flexible base,

subgrade preparation, grading and driveway construction. Additionally, the Project includes the construction of three (3) security gates with new hydraulic operators, sanitary sewer main, manholes, water main stub-out, lighting and electrical improvements, fencing, signage, pavement markings, and erosion control.

C. PROJECT PHASING
   i. Project Duration: **320 Working Days** from issuance of Notice to Proceed
   ii. Phase 1
      a. Construction of utility work (sanitary sewer and water mains)
      b. Installation of new electrical services for proposed gates
      c. Construction of Airport secondary entry bridge/culvert, approaches and paving, hangar access road, fencing, gate and operator installation at secondary entry location
      d. Construction of temporary access road
      e. Construction of north airfield access road, apron, fencing, gate and operator installation at entrance
      f. Installation of new fencing, gate and operator at terminal entrance gate
   iii. Phase 2
      a. Construction of Jal Draw channel widening
      b. Pedestrian gate & light pole installation
      c. Electrical panel installation
   iv. Phase 3
      a. Construction of primary entry bridge/culvert, approaches and paving from west channel bank to project limits adjacent to terminal building
      b. Construction of commercial driveway, adjacent curb and gutter, sidewalk
      c. Construction of paving, curb and gutter, and sidewalk from east channel bank to Veteran's Airpark/North "A" Street intersection

D. PLANS AND SPECIFICATIONS
   i. All questions concerning the documents must be submitted through CivCast. ~~will be directed to Engineer's office, addressed to Amanda Benson (abenson@parkhill.com) via email.~~ Do not address any questions to the Owner during the bid stage.
   ii. Planholders must register as a planholder with Civcast.
   iii. Plans and specifications are being issued by Parkhill via Civcast electronically at no charge
   iv. Technical specifications are governed by TxDOT, except for Gate, Electrical, and Utility Items. See plans for specified items.

E. ADDENDA
   i. Questions regarding any addenda issued to this point.
   ii. Deadline for submitting questions will be **Tuesday, March 10, 2026** at **5:00 P.M.** (CST).
   iii. Addenda will be issued by 5:00 P.M. on **Thursday, March 12, 2026**.
   iv. All items discussed in today's Pre-Bid Meeting will be issued to all registered Planholders through an Addendum issued by the Engineer.

III. OTHER PERTINENT ITEMS

A. EVALUATION OF BIDS AND AWARD OF CONTRACT
   i. Provided Bid Prices are acceptable, and all Bid Requirements have been met, the expected time of award will be within 90 days after Bid Opening.
   ii. Upon award of Contract, Contractor will be expected to:
      a. Submit all insurance policy requirements.

b. Execute the Agreement between Owner and Contractor for Construction Contract.
c. Furnish Payment and Performance Bonds.
d. Submit any additional requirements as outlined in the Project Manual.

B. PRE-CONSTRUCTION CONFERENCE
   i. Engineer will schedule based on availability of owner and selected contractor, typically within 14 days after receipt of all items noted in Section 01 30 00 – ADMINISTRATIVE REQUIREMENTS (1.4).

C. CONSTRUCTION ADMINSTRATION
   i. Construction Administration will be tracked and transmitted via Procore.
   ii. Awarded Contractor will be sent a password to access Parkhill's Procore website to allow the uploading of RFIs, Submittals, Pay Applications, etc. electronically.

D. SCHEDULE:
   i. Refer to Section 01 32 16 – CONSTRUCTION PROGRESS SCHEDULE regarding lead times to allow for manufacturing and delivery of products/material for incorporation into the Work. Failure to timely submit and process submittals and ordering of products/materials for delivery to site, will not be grounds for approval of substitutions for other products/materials, or an extension to the construction timeline.
   ii. Submit initial progress schedule within 15 days of Notice to Proceed.

E. ENTRY/STAGING AREAS
   i. Refer to Section 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for procedures related to progress cleaning.
   ii. Due to location of work, Contractor will be required to keep access routes clean.

F. TESTING
   i. All material approval during submittals at cost of and by Contractor.
   ii. Passing material acceptance tests during construction of improvements for in-place material performed by third party laboratory provided by and at cost of Owner.
   iii. Engineer to perform concrete testing.

G. LINES AND GRADES
   i. Parkhill will provide Contractor with horizontal control points and benchmark for vertical control.
   ii. Contractor responsible for all construction staking and laying out of Work.

H. MATERIALS ON HAND STORAGE
   i. Refer to Special Provision SP-31 for payment procedures related to materials on hand.

IV. QUESTIONS AND CLARIFICATIONS

Q1: Is the Engineer's OPC based off the Box Culvert Alternate or Base Bid?
A1: The Engineer's OPC includes both.

Q2: Does the Contractor need a permit from City to construct 'A' Street connection?
A2: Parkhill to confirm

Q3: Will Contractor need to coordinate City inspection?
A3: Plans have already been through City review process, and they will probably want to inspect. Parkhill to confirm.

Q4: What will be the basis for awarding the contract? Low bid?
A4: There are several factors to consider in addition to costs. Parkhill to confirm with City.

Q5: Box culvert details show different depths of flex base under curb. Should we use flex base or embankment to reach PGL?
A5: Use the flex base depth shown in the typical sections. The Contractor may place flex base in lieu of embankment over the culvert deck; however, payment will be made at the embankment bid item regardless of which material is used to achieve the proposed grade.

Q6: Plans show 320 days to complete. Is that working days or calendar days?
A6: Working days, regardless of whether boxes or bridges are awarded.

Clarification: The bridges constitute the Base Bids. The culverts are Alternates (not additive alternates). Contractors do not have to turn in bids for both

V. SITE VISIT

A. TOUR OF WORK SITE
   i. Contractor Staging
   ii. Parking Locations
   iii. Site Access
   iv. Available Utilities

Parkhill

PRE-BID MEETING ATTENDANCE

PROJECT NAME: MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS

PROJECT NO.: 6198.22

DATE: MARCH 3, 2026 **TIME: 2:00 PM**

LOCATION: VIRTUAL – MS TEAMS
MIDLAND AIRPARK (MDD) CONFERENCE ROOM

SUBJECT: PRE-BID MEETING

NAME	ORGANIZATION	ROLE/TITLE	EMAIL	PHONE	ATTENDANCE	
					In-Person	Virtual
Amanda Benson	Parkhill	Project Manager	abenson@parkhill.com	432.681.6136		X
Jillian Yenor	Parkhill	Project Coordinator	jyenor@parkhill.com	806.378.8618		X
Sarah Gray	FNF Construction, Inc.		sgray@fnfinc.com	480.784.2910		X
Jakob Bottcher	FNF Construction, Inc.		bids@fnfinc.com			X
Jason Creach	FNF Construction, Inc.		bids@fnfinc.com			X
Jesse Ramirez	Reece Albert, INC		jesser@reecealbertinc.om			X
Luke Leonard						X

Parkhill

PRE-BID MEETING ATTENDANCE

PROJECT NAME: MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS
PROJECT NO.: 01.6198.22
DATE: MARCH 3, 2026
TIME: 2:00 PM
LOCATION: MIDLAND AIRPARK (MDD)

NAME	ORGANIZATION	PHONE NUMBER	EMAIL
John Darnell	ONYX	432 638-4437	John@onyxcontractors.com
Cody Critty	Jones Bros	432 349-3609	c.critty@jonesdp.com
John Hellingkamp	Parkhill	201 686-3863	
Daniel Rowzee	FNF	337-378-8219	drowzee@fnfinc.com
Chris Adams	Boler		chris@boler.net
Mark Langebennig	Boler	806-891-3706	
Todd Overend	Boler	432-553-5861	todd@boler.net
Larry Bell	Parkhill	432 254 2551	
Steve Hirst	City of Midland	432-559 7006	SHirst@midlandtexas.gov
Mike Molter	Parkhill	(325)207-3088	mmolter@parkhill.com
Justine Ruff	COM - DOA	432-413-5027	jruff@midlandtexas.gov
Danny Wachuta	Parkhill	432-697-1400	dwachuta@parkhill.com
Derek Rimmer	Parkhill	432-764-2132	drimmer@parkhill.com
Martha Burgess	Parkhill	210-373-2898	mburgess@parkhill.com

Parkhill

ADDENDUM NO: 001

TO: ALL PLAN HOLDERS

FROM: PARKHILL

PROJECT NAME: MIDLAND AIRPARK (MDD) – MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS

PROJECT NO.: 6198.22

DATE: 02/24/2026

Attention of all 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 February 2026 as noted below:

This Addendum consists of 5 pages, the attached section numbers 00 00 01, 00 01 01, 00 41 00, 32 31 00, and the attached drawing numbers G-101, G-103, G-104, G-105, G-105A, C-100, C-125, C-134, C-135, C-136, C-137, C-138, C-200, C-201, C-209 – C-232, E-102, E-103, and E-502.

I. CHANGES TO ADVERTISEMENT
   1. NONE

II. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

   1. SECTION 00 00 01 – TOC
      a. REMOVE and REPLACE in its entirety as attached to this Addendum.

   2. SECTION 00 01 01 – OWNER-PROVIDED PROCUREMENT AND CONTRACTING REQUIREMENTS
      a. ADD "Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects" in its entirety as attached to this Addendum.

   3. SECTION 00 41 00 – BID FORM
      a. REMOVE and REPLACE in its entirety as attached to this Addendum.

III. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:

   1. NONE

IV. CHANGES TO DIVISIONS 02 THROUGH 40 (TECHNICAL SPECIFICATIONS):

   1. SECTION 32 31 00 – STRUCTURAL CANTILEVER SLIDE GATE SYSTEM
      a. ADD in its entirety as attached to this Addendum.

V. CHANGES TO DRAWINGS:

   1. SHEET G-101 – SHEET INDEX
      a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

   2. SHEET G-103 – GENERAL NOTES SHEET 1 OF 4
      a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

3. SHEET G-104 – GENERAL NOTES SHEET 2 OF 4
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

4. SHEET G-105 – GENERAL NOTES 3 OF 4
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

5. SHEET G-105A – GENERAL NOTES SHEET 4 0F 4
   a. ADD this sheet in its entirety as attached to this Addendum.

6. SHEET C-100 – SUMMARY OF QUANTITIES
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

7. SHEET C-125 – BRIDGE #2 PLAN – PROFILE LAYOUT
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

8. SHEET C-134 – NORTH AIRFIELD ENTRANCE GATE LAYOUT
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

9. SHEET C-135 – SECONDARY ENTRANCE GATE LAYOUT
   a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

10. SHEET C-136 – TERMINAL ENTRANCE GATE LAYOUT
    a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

11. SHEET C-137 – METAL BEAM GUARD FENCE PLAN
    a. ADD this sheet in its entirety as attached to this Addendum.

12. SHEET C-138 – METAL BEAM GUARD FENCE PLAN CULVERT ALTERNATE
    a. ADD this sheet in its entirety as attached to this Addendum.

13. SHEET C-200 – GENERAL NOTES SHEET 1 OF 2
    a. ADD this sheet in its entirety as attached to this Addendum.

14. SHEET C-201 – GENERAL NOTES SHEET 2 OF 2
    a. ADD this sheet in its entirety as attached to this Addendum.

15. SHEET C-209 – BRIDGE EAST BANK CHANNEL PLAN & PROFILE
    STA. 22+00 TO STA. 23+00
    a. ADD this sheet in its entirety as attached to this Addendum.

16. SHEET C-210 – BRIDGE EAST BANK CHANNEL PLAN & PROFILE
    STA. 32+00 TO STA. 42+00
    a. ADD this sheet in its entirety as attached to this Addendum.

17. SHEET C-211 – BRIDGE EAST BANK CHANNEL PLAN & PROFILE
    STA. 42+00 TO STA. 52+00
    a. ADD this sheet in its entirety as attached to this Addendum.

18. SHEET C-212 – BRIDGE EAST BANK CHANNEL PLAN & PROFILE
    STA. 52+00 TO STA. 63+00
    a. ADD this sheet in its entirety as attached to this Addendum.

19. SHEET C-213 – BRIDGE WEST BANK CHANNEL PLAN & PROFILE
    STA. 22+00 TO STA. 32+00
    a. ADD this sheet in its entirety as attached to this Addendum.

20. SHEET C-214 – BRIDGE WEST BANK CHANNEL PLAN & PROFILE STA. 32+00 TO STA. 42+00
    a. ADD this sheet in its entirety as attached to this Addendum.

21. SHEET C-215 – BRIDGE WEST BANK CHANNEL PLAN & PROFILE STA. 42+00 TO STA. 52+00
    a. ADD this sheet in its entirety as attached to this Addendum.

22. SHEET C-216 – BRIDGE WEST BANK CHANNEL PLAN & PROFILE STA. 52+00 TO STA. 63+00
    a. ADD this sheet in its entirety as attached to this Addendum.

23. SHEET C-217 – CULVERT EAST BANK CHANNEL PLAN & PROFILE STA. 22+00 TO STA. 32+00
    a. ADD this sheet in its entirety as attached to this Addendum.

24. SHEET C-218 – CULVERT EAST BANK CHANNEL PLAN & PROFILE STA. 32+00 TO STA. 42+00
    a. ADD this sheet in its entirety as attached to this Addendum.

25. SHEET C-219 – CULVERT EAST BANK CHANNEL PLAN & PROFILE STA. 42+00 TO STA. 52+00
    a. ADD this sheet in its entirety as attached to this Addendum.

26. SHEET C-220 – CULVERT EAST BANK CHANNEL PLAN & PROFILE STA. 52+00 TO STA. 63+00
    a. ADD this sheet in its entirety as attached to this Addendum.

27. SHEET C-221 – CULVERT WEST BANK CHANNEL PLAN & PROFILE STA. 22+00 TO STA. 32+00
    a. ADD this sheet in its entirety as attached to this Addendum.

28. SHEET C-222 – CULVERT WEST BANK CHANNEL PLAN & PROFILE STA. 32+00 TO STA. 42+00
    a. ADD this sheet in its entirety as attached to this Addendum.

29. SHEET C-223 – CULVERT WEST BANK CHANNEL PLAN & PROFILE STA. 42+00 TO STA. 52+00
    a. ADD this sheet in its entirety as attached to this Addendum.

30. SHEET C-224 – CULVERT WEST BANK CHANNEL PLAN & PROFILE STA. 52+00 TO STA. 63+00
    a. ADD this sheet in its entirety as attached to this Addendum.

31. SHEET C-225 – CROSS SECTION STA. 26+56 STA. 22+56
    a. ADD this sheet in its entirety as attached to this Addendum.

32. SHEET C-226 – CROSS SECTIONS STA. 29+73 STA. 29+05
    a. ADD this sheet in its entirety as attached to this Addendum.

33. SHEET C-227 – CROSS SECTIONS STA. 32+05 STA. 34+55
    a. ADD this sheet in its entirety as attached to this Addendum.

34. SHEET C-228 – CROSS SECTIONS STA. 35+77 STA. 38+55
    a. ADD this sheet in its entirety as attached to this Addendum.

35. SHEET C-229 – CROSS SECTIONS STA. 42+55 STA. 46+55
    a. ADD this sheet in its entirety as attached to this Addendum.

36. SHEET C-230– CROSS SECTIONS STA. 49+92 STA. 52+01
    a. ADD this sheet in its entirety as attached to this Addendum.

37. SHEET C-231 – CROSS SECTIONS STA. 54+56 STA. 58+56
    a. ADD this sheet in its entirety as attached to this Addendum.

38. SHEET C-232 – CROSS SECTIONS STA. 62+97
    a. ADD this sheet in its entirety as attached to this Addendum.

39. SHEET E-102 – ACCESS ROAD SITE PLAN
    a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

40. SHEET E-103 – ELECTRICAL SECONDARY ACCESS ROAD SITE PLAN
    a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

41. SHEET E-502 –ELECTRICAL DETAILS II
    a. REMOVE and REPLACE this sheet in its entirety as attached to this Addendum.

VI. QUESTION AND ANSWER

Q1: The proposal states that the bid prices must be written in ink. Does that mean that the handwritten numbers can't be scanned and printed off?

A1: Electronic and scanned versions will be accepted with required signatures.

Q2: In Section IB-3, owner is requesting bond amount for work in progress. Is this indicating payment and performance bonds active on WIP projects?

A2: Contractor shall provide information to ensure financial capacity for construction of the project, including existing projects (number of projects under construction, project cost amount, etc). No bond amounts on existing projects will be required. All financial information shall be sealed in a separate envelope and will only be opened after determination of the low bidder. A TxDOT prequalification letter will be accepted in lieu of financial statements and information.

END OF ADDENDUM NO. 001



Respectfully submitted,

PARKHILL

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:

03/26/2026 FNF Construction, Inc.

115 S. 48th Street Tempe, AZ 85281

By:_____

Jason Creach, Vice President

Parkhill

PROJECT MANUAL

MIDLAND AIRPARK (MDD)

Midland Airpark Entry Road Enhancements

Midland, Texas

Midland Airpark



02/09/2026

February | 2026

Parkhill Project # 01619822

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DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 26 - ELECTRICAL

26 05 00	Basic Electrical Methods
26 05 05	Selective Demolition for Electrical
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02/09/2026

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

PARKHILL STANDARD SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 23 33 Trenching and Backfilling

DIVISION 33 - UTILITIES

33 10 00 Water Utilities
33 13 00 Disinfecting of Water Utility Distribution
33 30 00 Sanitary Sewer Utilities



02/09/2026

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:00 p.m. CT, Tuesday, March 17, 2026, for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland Airpark (MDD), Midland, Texas. These improvements are contained in Plans and Specifications entitled, "Midland Airpark Entry Road Enhancements," dated February 2026.

Immediately following the 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 construction of two (2) cast-in-place concrete slab span bridges or concrete box culverts alternate, approaches, concrete rip-rap, channel excavation and grading, rehabilitation of roadway approaches and airport entry roads with hot-mix asphalt pavement, flexible base, subgrade preparation, grading, and driveway construction. Additionally, the Project includes the construction of three (3) security gates with new hydraulic operators, sanitary sewer main, manholes, water main stub-out, lighting and electrical improvements, fencing, signage, pavement markings, and erosion control.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for MDD, Midland, Texas.

A Bid Proposal guaranty is to accompany the Bid, thereby guaranteeing the good faith of the Bidder and that Bidder will enter the written contract. The guaranty is to amount to 5 percent of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or 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 office of the Director of Airports, MDD.

Information and Bidding Documents for the Project can be found at the following designated website:

https://www.civcastusa.com

Select BROWSE BIDS in upper right corner; Search for the project using the filter.

The designated website will be updated periodically with Addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

CITY OF MIDLAND, TEXAS
Marcia Bentley-German, City Secretary

INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

Bid shall be submitted on Proposal form in the bound Specifications.

In addition to the completed Proposals, bid forms 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 PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with Proposals. 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 Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701, marked "Midland Airpark Entry Road Enhancements" with name and address of Bidder also shown thereon. **If Sealed Bid is sent in a mailing envelope, outside of mailing envelope must also have same marking visible.**

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 Proposal, 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, 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 Proposal 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 Proposal, 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 Proposals for a period not to exceed 90 days, before making an award. No Proposal, 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

Before submitting Proposal, 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 deemed necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Proposal shall be prima facie evidence that Bidder has made such an examination. Contact Nick Krakovec, Deputy Director of Airports, (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at 2:00 p.m., Tuesday, March 3, 2026, in the Conference Room at the terminal building at Midland Airpark (MDD). 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.

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. Engineer shall receive requests for clarifications to Specifications and Plans at least 3 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 Proposal 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.

Downloadable documents (PDF file extension format) can be obtained from the the Civcast website. Select BROWSE BIDS in the upper right corner and search for the project using the filter. No cost or deposit required for downloaded documents.

B. For Contractor

Contractor will be furnished 5 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 the following prices, exclusive of postage or freight charges:

Plans and Specifications are $150.00 per set.

IB-12. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning Scope of Work, labor, 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, MDD, Midland, Texas. An area located adjacent to the Project area will be identified as available for use by Contractor for staging and material storage.

IB-14. WITHDRAWAL OF PROPOSALS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Proposal not later than the time set for opening thereof. At the time of opening of Proposals, when such Proposal 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 Proposal 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 Proposals 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 Proposal.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from workmanship and progress standpoints.

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. 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 CITY 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 AN UNDERSTANDING OF ALL BIDDING DOCUMENT TERMS AND CONSENTS TO BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS/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-19. 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/MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO 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 RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT WAS/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.

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 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.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. 576230-TRAV-2026-176

KNOW ALL MEN BY THESE PRESENTS, THAT FNF Construction, Inc. 115 S 48th Street Tempe, AZ 85281

(hereinafter called the Principal), as Principal, and Travelers Casualty and Surety Company One Tower Square Hartford, CT 06183

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to Midland Airpark Entry Road Enhancements - Project # 01619822 bidding March 26, 2026.

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 13th day of March, 2026.

FNF Construction, Inc.

Principal

By Vice President Jason Creach

Address 115 S 48th Street Tempe, AZ 85281

Travelers Casualty and Surety Company

Surety

By Sokha Evans

Sokha Evans, Attorney-in-Fact

Address One Tower Square Hartford, CT 06183

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM

REVISED: March 30, 2011

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sokha Evans** of **SAN FRANCISCO** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of March , 2026 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Call: Travelers Bond & Specialty Insurance Claims at 800-842-8496
Toll-free: 800-842-8496
Email: BSIClaims@travelers.com
Mail: Travelers Bond & Specialty Insurance Claims
PO BOX 2989, Hartford, CT 06104-2989

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Travelers Casualty and Surety Company of America
To get information or file a complaint with your insurance company or HMO:

Call: Travelers Bond & Specialty Insurance Claims at 800-842-8496
Toll-free: 800-842-8496
Email: BSIClaims@travelers.com
Mail: Travelers Bond & Specialty Insurance Claim
PO BOX 2989, Hartford, CT 06104-2989

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Travelers Casualty and Surety Company of America
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

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 SEVEN MILLION SEVEN HUNDRED TEN THOUSAND TWO HUNDRED NINETY-SIX DOLLARS AND FIFTY CENTS ($ 7,710,296.50) 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 28th day of April , 2026 , for the furnishing of materials, equipment to perform all labor and work necessary for Midland Airpark Entry Road Enhancements , 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 SEVEN MILLION SEVEN HUNDRED TEN THOUSAND TWO HUNDRED NINETY-SIX DOLLARS AND FIFTY CENTS ($ 7,710,296.50) 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 28th day of April , 2026 , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of Midland Airpark Entry Road Enhancements , 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

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

Debarment / Suspension Certification

I, Jason Creach, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)

System for Award Management (www.sam.gov) website and determined that

FNF Construction, Inc. is not shown as an "excluded party" that is debarred,
(Name of Entity)

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

03/26/2026
Date

Vice President
Title

Jason Creach
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime Contractor is not listed as an "excluded party" that is debarred, suspended, or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

None

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

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

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

None

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

7

Jason Creach, Vice President, FNF Construction, Inc. 03/26/2026

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.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

“Seller”, as used herein, has the same meaning as “Company”. “Buyer”, as used herein, has the same meaning as “City”.

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

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

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

32. <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.

THE CITY OF MIDLAND

CONTRACT

Contract No.

THIS CONTRACT, effective the 28th day of April 2026, by and between the City of Midland, hereinafter referred to as "CITY", and FNF Construction In., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 7,710,269.50 DOLLARS (Base Bid Bridge Option)

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for MDD Entry Road Enhancements. Said work being more particularly described in the following documents, which are attached here to and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than **320** calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party

beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

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

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

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

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be

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

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

30. To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, COMPANY hereby verifies:

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet-Crump, 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 _____

SOLICITATION NO. 6198.22

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

Authorized Signature

Vice President
Title

Jason Creach
Name (Print)

FNF Construction, Inc.
Company

03/26/2026
Date

NOTE: Bid and Proposal terms are interchangeable.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

Date _____

Type of Project: Midland Airpark Entry Road Enhancements

THIS IS TO CERTIFY THAT _____
(Name of Insured)

is, at the date of this certificate, insured by this Company with respect to business operations hereinafter described, for types of Insurance and in accordance with provisions of standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

SAMPLE ONLY
SUCCESSFUL
CONTRACTOR
SHALL PROVIDE
CERTIFICATE OF
INSURANCE FROM
HIS CARRIER

TYPE OF INSURANCE				
Policy No	Effective	Expires	Limits of Liability	
Workmen's Compensation		Public Liability		
1 person	$_____	Liability		
1 accident	$_____	Contingent		
1 person	$_____	Liability		
1 accident	$_____			
Property Damage				
Builder's Risk				
Automobile				
Other				

Foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Description of Operations Covered:_____

The noted policies either in the body thereof or by appropriate endorsement provide they may not be changed or cancelled by insurer in less than the legal time required after insured receives written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after insured receives such written notice.

SEND EIGHT COPIES OF THIS
CERTIFICATE TO OWNER

_____
(Name of Insurer)

By _____

Title _____

Phone _____

NOTE: Name CITY OF MIDLAND and PARKHILL as additional insureds on required insurance policies.

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

Work to be accomplished under these Specifications including Plans shall consist of:

1.1 Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work may be generally described as construction of two (2) cast-in-place concrete slab span bridges, approaches, concrete rip-rap, channel excavation and grading, rehabilitation of roadway approaches and airport entry roads with hot-mix asphalt pavement, flexible base, subgrade preparation, grading, and driveway construction. Additionally, the Project includes the construction of three (3) security gates with new hydraulic operators, sanitary sewer main, manholes, water main stub-out, lighting and electrical improvements, fencing, signage, pavement markings, and erosion control.

1.2 Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland Airpark (MDD), Midland, Texas.

1.3 Contractor shall furnish all labor, materials, and equipment necessary to complete Work called for in these Specifications and shown on the Plans.

1.4 Payment for various items of Work will be made as specified under various payment articles of Technical Sections.

SP-2 CONTRACT DOCUMENTS

All Work covered by this Contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of the plans entitled “Midland Airpark Entry Road Enhancements,” dated February 2026.

Bidders shall be thoroughly familiar with all Drawings and Specifications. Contractor shall be responsible for satisfactory completion of all Work shown on Drawings or specified.

Intent of Plans and Specifications is to prescribe a complete Work or improvement which Contractor undertakes to do in full compliance with Plans, Specifications, Special Provisions, Proposal, and Contract. Contractor shall do all Work including such additional, extra, and incidental Work considered necessary to complete the Project in a satisfactory and acceptable manner, as provided in Plans, Proposal, and Contract. Unless otherwise provided in Specifications, Special Provisions, or Contract, Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

Contract Documents are complementary and that called for by any one entity shall be as binding as if called for by all. In case of conflict between 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 Contract.

SP-3 TIME AND ORDER OF COMPLETION

Contractor is permitted to prosecute certain portions of Work in order and manner of own choosing to the best interest of the Project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to ensure completion in accordance with Plans and Specifications within time stated in Proposal and Contract. Contractor shall furnish Parkhill with proposed progress schedule and Parkhill shall approved schedule before Work is commenced on Project.

Contractor is reminded approved material submittals are required before incorporation of materials into this Project. To avoid delays in Work progress, provide complete information to Parkhill 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 own phasing plan which will meet phasing intent shown on Plans. Contractor phasing plan will be subject to Parkhill approval.

Other Contractors may perform Work for Owner in the same general area as that covered under this Contract. Contractor shall be expected to coordinate his Work with Work of other Contractors as required to ensure all Work can be carried out with the least possible interference with operation of other contractors or Owner. Contractor coordination with other contractors shall require Parkhill approval. Owner reserves the right to control and direct sequence of operations in areas others will be working. Provision shall be made for other contractors to have suitable space to Work, store materials, as well as access to these areas.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports and other contractors. Portions of aircraft aprons will be closed as required for proper execution of Work, but at least 3 days' notice will be required before closing any portion of an aircraft apron. Director of Airports will file Notice to Airmen (NOTAMs) required for various construction operations.

When closing portions of airfield for construction, keep time closed to a minimum. Contractor is required to provide, install, and maintain approved closed aircraft apron barricades in accordance with the latest FAA Advisory Circular 150/5370 and other applicable FAA regulations. No separate measurement or payment shall be made for closed aircraft apron barricades. Coordinate all operations through Parkhill and Director of Airports.

SP-4 LIMITATION OF OPERATION

Complete each item of Work without delay. In no instance shall Contractor be permitted to transfer forces from uncompleted Work to new Work without Parkhill permission. Contractor is required to submit a schedule of operations to Parkhill for approval. Contractor shall not commence new Work to the prejudice of Work already started.

Contractor shall take all necessary precautions to ensure operating aircraft and passenger safety as well as that of Contractor equipment and personnel. When working adjacent to the aircraft apron, Contractor shall provide all such equipment with a flag on a staff attached to equipment, so flag is readily visible. Flag shall be not less than 3 feet square, checkered pattern of international orange-and-white squares, not less than 1-foot on each side. Contractor shall estimate all difficulties to be encountered. Keep equipment not actually in operation clear of aircraft movement areas. Personnel shall not enter areas of Airport where aircraft are operating without specific permission.

Nighttime construction activities are not permitted without prior approval of Parkhill and Director of Airports. If required and permitted, nighttime construction activities shall be as noted on Plans and coordinated, through Parkhill, with Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within Airport area with a flashing light that is always visible and operational.

Coordinate all operations through Parkhill and Director of Airports, so no interference with aircraft traffic on active runways, taxiways, or aprons will result from Contractor operations. Construction activities are not allowed within safety areas of any active runway/taxiway unless approved by Parkhill and Director of Airports.

- Taxiway safety area is the area within 90 feet of the centerline of any taxiway/taxilane.
- Runway safety area is the area within 250 feet of the centerline of any runway when aircraft are operating under Visual Flight Rule (VFR, clear weather) conditions, or within 570 feet of the centerline of any runway when aircraft are operating under Instrument Flight Rule (IFR, inclement weather) conditions.

As required, Contractor shall maintain flagpersons to direct construction traffic to cross or travel along any active taxiway, apron, or runway. Direct traffic away from these facilities when possible and never allow traffic to cross an active runway, taxiway, or apron without proper clearance.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports. Aprons will be closed as required for proper execution of Work as provided in previous Articles.

Contractor shall exert every effort to maintain safety of aircraft traffic and be acquainted with rules and regulations concerning aircraft traffic safety. Maintain FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction," requirements. Violations of safety rules by Contractor workers shall result in discharge of such workers in accordance with General Conditions. Continued violations of safety rules and regulations by Contractor, after Parkhill or MDD notify Contractor of such violations, shall constitute grounds for suspending Contractor operations until steps are taken to ensure a safe operation.

Contractor's field office and material storage area may be located inside secure area of Airport but outside safety areas of taxiways/runways near construction. Contractor shall provide an area for parking all equipment not used for construction purposes, as well as for parking employee vehicles. This area shall be located away from the Airport operational area (AOA) in an area approved by Parkhill and Director of Airports. No employee or other unauthorized vehicles will be allowed within the AOA. If Contractor needs field office outside of secure area, Contractor can install temporary security fencing around office site. Airport must approve security fence.

Contractor shall utilize existing vehicle gates for employees and subcontractors. Contractor shall be responsible for allowing only authorized personnel to enter the AOA through this gate. Contractor shall always control entrance through the gate by employees or subcontractors entering/exiting the gate.

Hauling routes shall not be along/across any paved airport street, road, apron, taxiway, or runway without specific written authorization from Parkhill and Director of Airports. Any damage incurred by Contractor equipment shall be repaired by and at Contractor expense and as required by Parkhill and Director of Airports.

Contractor shall maintain pavement surfaces of runways, taxiways, and aprons, allowed to be used as hauling routes, in a clean condition, suitable for use by aircraft, as determined by Director of Airports.

Contractor is subject to a preconstruction conference to discuss phasing and Project safety control after award of Contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed on/adjacent to AOA, the following rules and regulations apply unless otherwise authorized by Airport Operations. **Contractor must have all picture-badged supervisors fingerprinted. Fingerprinting cost is $70.00 per person, paid by Contractor**.

5-1 DELETED.

5-2 DELETED.

5-3 Haul Routes: Establishment of AOA haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain, and remove flags and barricades for delineation of haul routes.

5-4 Cranes: Any construction activity utilizing a crane or other hoisting device shall have prior written approval of FAA. Contractor shall be responsible for filing prescribed forms for airspace clearance in accordance with Part 77 of Federal Aviation Regulations. Applications for airspace clearance must be submitted at least 30 days before construction activities. To avoid construction delays, Contractor is urged to timely file prescribed forms. Airspace clearance from FAA must be approved before erection of 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.

Top of crane must be marked by a 3- by 3-foot orange-and-white checkered flag and lowered at night and during periods of poor visibility as directed by Airport Operations. Cranes must be approved in writing by the FAA (FAA Form 7460-1). Contractor shall notify Parkhill at least 48 hours before erecting crane.

5-5 DELETED.

5-6 Trenches and Excavations: No trenches or excavations allowed within these areas:

A. Within 250 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-7 Stockpiles of Material: No stockpiled material allowed within these areas:

A. Within 500 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-8 DELETED.

5-9 Protection of Airfield Areas: Utilize these procedures to prevent inadvertent entry by aircraft or vehicles into closed sections of taxiways, runways, or aprons. Contractor shall provide all materials and labor to furnish, erect, maintain, and remove these items as subsidiary to other items in Project.

A. When any apron or other AOA is closed, area will be protected by cones and flashing lights set up at entrances to closed areas.
B. Appropriate NOTAMs will be issued on closure and associated maintenance or construction activity.
C. Centerline and edge lights will be turned off, removed, obliterated, or disconnected as dictated by circumstances requiring closure.

D. All excavations in existing pavement areas (e.g. mudjacking repairs) must have hole protected by cones and flashing lights, in addition to cones and lights marking closed area.
E. Major excavations (constructing new taxiways, ramps, other construction activity) adjacent to apron, or major repairs of existing taxiway/runway will be protected by 10-inch-wide by 8-foot-long plastic, FAA-approved barricades (striped orange and white) with at least 2 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 airfield activities must be continually coordinated through Airport Operations Supervisor.

SP-6 AFFIDAVIT OF BILLS PAID

Before Owner's Final Acceptance of this Project, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, are paid in full, including any retainage, and no claims are pending, of which Contractor is notified.

SP-7 CALENDAR DAY

Time for Project completion and liquidated damages shall be in accordance with provisions of General Conditions, Article GC-32 - Time for Completion and Liquidated Damages. A calendar day is every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

Contractor shall exercise care to prevent damage to all structures, above or below ground, including buildings, fences, pipelines, utilities, roads, etc., publicly or privately owned, and including Work performed by others. Contractor is responsible for locating all underground facilities damaged by proposed construction.

Contractor shall be responsible for all damage done to either public or private property during construction except as specifically provided otherwise in these Specifications.

Known existing underground utilities and structures are shown on Plans. Locations are believed reasonably accurate but not guaranteed.

Contractor shall take all steps necessary to protect 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 provide electrical, natural gas, and other fuel requirements and pay for electricity, gas, or fuel consumed during Project construction. Contractor shall construct own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Parkhill will provide Contractor with horizontal control points and a benchmark for vertical control. Contractor shall do all construction staking. References to lines and grades as established by Parkhill shall reference these control points.

Parkhill will provide Contractor with all necessary information relating to control points set by Parkhill. Contractor will be responsible for laying out Work. Parkhill will check Contractor's grade control and major layouts at Parkhill's discretion, but this check will not relieve Contractor of responsibility of correctly locating line and grade in accordance with Plans and Specifications.

Parkhill will take all measurements necessary to determine amount of Work performed under various items payment is provided. When 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.

Contractor shall be certain as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Contractor shall scrupulously preserve such stakes/markings as Parkhill may set for either Parkhill or Contractor guidance. In case of Contractor or employee negligence resulting in destruction of such stakes/markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at Parkhill discretion.

SP-11 WATER FOR CONSTRUCTION

Contractor shall provide for water requirements and pay for all water consumed during Project construction. Contractor shall arrange and pay for connections to existing water mains, fire hydrants, and piping/hauling water to the point where water is required.

SP-12 MATERIAL TESTS

Specifications require various tests on construction materials. In general, Contractor shall bear the cost of all material tests required before approval of material, source, or mix design. City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear the cost of all failing construction tests.

Where only small amounts of material are used or where compliance with Specifications determined by visual inspection, no tests are required. Certificates of compliance required on all materials not tested.

All materials proposed used may be tested any time during preparation and use. If, after trial, sources of supply approved do not furnish a product of uniform quality or product from any source proves unacceptable 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 protection of Work and the safety of the public for passengers and aircraft. Before closing existing apron, runways, or taxiways, place warning signs for air traffic at such locations, visible day and night. Any movement of Contractor vehicles or equipment on/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 Article SP-5-2.

Barricades for runways, taxiways, and aprons closed to traffic shall consist of 10-inch-wide by 8-foot-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-foot clearance between flashing lights attached to successive barricades. Obstructions shall be illuminated at night. Proper illumination of obstructions is critical to safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on lights at night and off at daytime. Contractor shall check lights daily (and each night) to assure batteries/power cells are working. Immediately replace or repair any lights found out-of-order, flashing weakly, or in otherwise less than acceptable operating condition. Parkhill may suspend Work on Project if Contractor's warning lights are not maintained. A $25.00/day charge will be assessed Contractor for each light found 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 Work progress. Contractor shall meet all EPA requirements concerning air and water pollution. Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) as required by Plans and Specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the Airport shall be placed and Work always conducted to cause no greater obstruction to air and ground traffic than Parkhill consider necessary. In protecting operational areas, minimum clearances maintained for runways shall agree with Part 77 of Federal Aviation Regulations. During Project construction, Contractor shall also maintain operational safety on Airport in accordance with the FAA Advisory Circular 150/5370-2G, "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 Parkhill and Director of Airports.

Contractor shall be responsible for maintaining pavement free of all rocks, gravel, dirt, and other debris where hauling is permitted on/across any active roadway, apron, runway, taxiway, or areas temporarily closed subject to opening on short notice. Contractor shall immediately remove all rocks, gravel, dirt, or other debris.

SP-16 FINAL CLEANING

As each intermediate phase of Work is completed and before opening any portion of any airfield apron, roadway, runway, or taxiway, Contractor shall be responsible for cleaning construction site and adjacent pavement as specified.

Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from site and deposited on adjacent property will not be considered satisfactorily disposed. Cleanup cost shall be included as a part of cost of various items of Work involved with no direct compensation made for this Work.

SP-17 INSURANCE

Contractor shall not begin Work under this Contract until all insurance is obtained as required in General Conditions of Contract, proof of same is furnished to Owner, and Owner approves. All insurance required for this Project shall name the City of Midland and Parkhill as additional insureds.

Contractor shall obtain and deliver to Owner, an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland and Parkhill as additional insureds and amount of policy shall be as follows:

- $1,000,000 for injuries, including accidental death, to 1 or more persons and subject to noted limit for each person;
- $1,000,000 total limit for all damages arising out of bodily injuries to or death of 2 or more persons in any one accident;
- limit 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; and
- $2,000,000 total (or aggregate) limit for all damages arising out of injury to or destruction of property during policy period.

Before Work on any Contract or subcontract begins, Contractor(s) and subcontractor(s) shall submit 7 certificates to Owner for approval covering each insurance policy carried and offered as evidence of compliance with noted requirements, signed by an authorized representative of insurance company, setting forth:

- name and address of insured;
- location of operations to which insurance applies,
- number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
- policy expiration date and limit(s) of liability thereunder on date borne by such certificate;
- statement insurance of type afforded by policy applies to all operations of whatever character, undertaken by insured during performance of Contract, provided such operations are required in performance of Contract and
- provision the policy may be canceled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, and cancellation of such policy shall be effective, with copy to Owner of letter of intent.

These certificates will become a part of Contract Documents and must be included with Contract Documents before execution by the City of Midland. Coverages specified herein apply to all Contractor operations in connection with this Work, including automobile and other vehicles.

Contractor's insurance shall cover self, 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 on 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 by Contractor shall become Contractor's property and Contractor shall properly dispose off Airport property.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from Plans required by exigencies of construction shall be determined and authorized by Parkhill in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Contractor shall immediately remove materials not conforming to Specification requirements from site of Work and replaced with satisfactory material at Contractor expense.

Work done beyond that shown on Plans, or as given, except as herein provided, 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 risk and considered unauthorized and, at Parkhill option, may not be measured, paid for, and may be ordered removed and replaced at Contractor expense.

Upon Contractor failure to repair satisfactorily or remove and replace, if so directed, rejected, unauthorized, or condemned Work or materials immediately after receiving formal notice from Parkhill, Owner may recover for such defective Work or materials on Contractor bond, or by action in court having proper jurisdiction over such matters, or may employ labor, equipment, and satisfactorily repair or remove and replace such Work and charge cost of same to Contractor, which will be deducted from any money due.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due for Work on materials not clearly covered in Contract nor ordered by Parkhill as an extra, Contractor shall notify Parkhill in writing of intention to make a claim for such extra compensation before beginning Work on which claim is based and shall afford Parkhill every facility for keeping actual cost of Work. Contractor's failure to give such notification or afford Parkhill proper facilities for keeping strict account of actual costs, shall constitute a waiver of claim for such extra compensation. Contractor's filing of such notice and keeping of costs by Parkhill shall not in any way be construed to prove claim validity. When Work is completed, Contractor shall, within 10 days, file a claim for extra compensation with Parkhill, who will present it to Owner for consideration.

SP-22 DELETED

SP-23 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER, PARKHILL, AND ALL 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 FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED/SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, AGENTS, EMPLOYEES, OR ANY SUBCONTRACTOR, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS OBTAINED AGAINST OWNER, PARKHILL, OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER AND ALL OWNER'S OFFICERS, AGENTS, AND EMPLOYEES AND PARKHILL AND OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED OR

SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OWNER, OWNER'S OFFICERS, AGENTS, AND EMPLOYEES, OR ON ACCOUNT OF ANY NEGLIGENT ACT OF PARKHILL, OR OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL WHETHER SUCH NEGLIGENT ACTS WERE SOLE PROXIMATE CAUSE OF INJURY/DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS NEGLIGENCE, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF/IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST OWNER OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR AGREES TO INDEMNIFY AND SAVE OWNER AND PARKHILL 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 FURTHERING PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE ALL OBLIGATIONS OF NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.

CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY FEES AWARDED AS RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.

SP-24 CONTRACTOR RESPONSIBILITY FOR WORK

Until acceptance by Parkhill of any part or all construction, as provided for in these Specifications, it shall be under charge and care of Contractor who shall take every necessary precaution against injury or damage to any part of Work by action of elements or from any other cause whatsoever, whether arising from execution/non-execution of Work. Contractor shall rebuild, repair, restore, and make good, at own expense, all injuries or damage to any portion of Work occasioned by any noted cause before completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

Making 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 date of written acceptance of Work.

Performance Bond shall remain in effect until one year after date of written acceptance of Work to ensure compliance by Contractor with requirements of this Article.

SP-26 TEXAS STATE SALES TAX

Work under this Contract is for an entity which qualifies for exemption pursuant to 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 Project by issuing an exemption certificate to supplier in lieu of tax, said exemption certificate complying with State Comptroller rulings. However, equipment and parts for equipment purchased used on Project but not incorporated into 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 Project. Further, Contractor shall separate charges for materials incorporated into Project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts about/near Project. Contractor shall afford other contractors a reasonable opportunity for introduction and storage of materials, execution of Work, and coordinate Work with theirs. Contractor coordination with other contractors shall require Parkhill approval. See Article SP-3 for additional requirements concerning separate Contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of 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 over 5 feet, Contractor shall cut trench walls to angle of repose of soils encountered or submit alternate shoring details to Parkhill for approval.

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in hauling materials on public roads beyond limits of Work. A special permit will not relieve Contractor of liability for damage which may result from moving material or equipment.

Equipment operations of such weight or so loaded to cause damage to structures or any other type of construction will not be permitted. Hauling materials over base course is not permitted. Hauling materials over base or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before curing period expiration. Contractor shall be responsible for all damage done by hauling equipment and shall correct such damage at own expense.

SP-30 NOTICE TO PROCEED

Notice to proceed shall state the date on which it is expected Contractor will begin construction and from which date Contract time will be charged. Contractor shall begin Work to be performed under Contract within 10 days of date set by Parkhill in written Notice to Proceed, but in any event, Contractor shall notify Parkhill at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to incorporate in Work, if such materials meet requirements of Contract, Plans, and Specifications and are delivered to acceptable sites on Airport property or other sites in the vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

A. Material is stored/stockpiled in a manner acceptable to Parkhill at/on an approved site.
B. Contractor furnished Parkhill with acceptable evidence of quantity and quality of such stored/stockpiled materials.
C. Contractor furnished Parkhill with satisfactory evidence material and transportation costs have been paid. Contractor is to provide copies of invoices paid (listing the cost of each item) for materials on hand requested on partial payment request.

D. Contractor furnished Owner legal title (free of liens/encumbrances of any kind) to material so stored/stockpiled.
E. Contractor furnished Owner evidence material stored/stockpiled is insured against loss by damage to or disappearance of such materials any time before use in Work.

Transfer of title and Owner's payment for such stored/stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of Contract, Plans, and Specifications.

In no case will amount of partial payments for materials on hand exceed Contract price for such materials or Contract price for Contract item in which material is intended for use.

No partial payment made for stored/stockpiled living or perishable plant materials.

Contractor bears all costs associated with partial payment of stored/stockpiled materials in accordance with provisions of this subsection. See also SP-52 "Partial Payments" and GC-46 "Partial Payments."

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by U.S. Department of Commerce and available from Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except required accuracy shall be 0.4 percent of load weighed or one graduation on the scale dial. Contractor shall provide personnel, facilities, and equipment for checking scales to Parkhill satisfaction.

Check all scales before beginning operations, after each move, at times when, in Parkhill opinion, there is a question as to accuracy/adequacy, and at least once each 6 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 Parkhill, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy/inadequacy is discovered, do not resume scale use until corrective measures are complete and/or scales calibrated. When equipment is adjusted, modify to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of Contract (or at Preconstruction Meeting), Contractor shall submit a Project progress schedule. Progress schedule shall be prepared in a form suitable to Parkhill and show proposed starting and completion dates for each phase of construction as well as each item of Work within each phase. Progress schedule shall include a "Percent Complete Curve" with monthly amount, cumulative amount, and cumulative percent. Progress schedule, if suitable and indicates certain Project completion within the specified time, will be approved in writing by Parkhill. Revisions/changes in approved progress schedule may only be made with Parkhill approval.

SP-34 AVERAGE CLIMATIC RANGE

Time allowed for completion of entire Project shall include number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather allowed until and unless such delays exceed claims for extension of time because of abnormal inclement weather. Such extension of time shall be granted only because such abnormal inclement weather prevented 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 meteorological data from Midland-Odessa area and will be used to determine Contract time extensions due to abnormally inclement weather. For purposes of this Contract, "abnormally inclement weather" is interpreted as number of days more than normal number of days on which rainfall exceeds 0.01-inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete Work will be based on calendar days and 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 NO. OF RAIN DAYS[1]**	**MEAN NO. OF SNOW/ICE PELLETS DAYS[2]**
January	3	0
February	3	0
March	4	0
April	3	0
May	5	0
June	5	0
July	4	0
August	5	0
September	7	0
October	3	0
November	3	0
December	3	0
TOTAL	**48**	**0**

[1] Mean number of days' rainfall, 0.01-inch or more.
[2] Mean number of days' 1.0 inch or more.
[*] Less than 0.5-inch.

Table based on information reported from MAF, Midland, Texas.
Latitude 31 degrees, 56 minutes N Longitude, 102 degrees 12 minutes W, elevation (ground) 2,862 feet.
Means are based on records covering 10 years from 2012-2021.

SP-35 SUBSTANTIALLY COMPLETE

In various specifications "Substantially Complete" is used. Definition shall be:

> "Substantially complete shall occur at time Work to be completed is complete as specified and Owner accepts/occupies facility/improvement. All equipment shall have been completely installed, tested, ready for Owner acceptance and use, and accepted by Owner before Work is defined as substantially complete."

SP-36 SUBMITTALS

Transmit each submittal with Contractor-standard transmittal letter including Contractor 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 stamp, signed/initialed certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with requirements of Work and Contract Documents. Schedule submittals to expedite Project and deliver to Parkhill via the Procore website (except for product samples mailed to Parkhill's physical address). Coordinate submission of related items. Identify variations from Contract Documents and product/system limitations detrimental to successful performance of completed Work. Parkhill Project Coordinator (PC) shall distribute reviewed submittals to concerned parties via the Procore website instructing parties to promptly report any inability to comply with provisions. Process/format as follows:

- Digitally upload all submittals 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 same size/scale as a hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
- Upload submittals to the Parkhill Procore website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, product data, samples (actual samples to submit, not digital files), Design Data, Test Reports, Certificates, Manufacturer Instructions and Field Reports, and other types of submittals submitted to Parkhill. Submittals shall include but not necessarily limited to:

- Preliminary CPM Contractor's construction schedule.
- Detailed lighting plan for night Work (if applicable).
- Contractor's list of emergency names and phone number.
- Video and/or written report of existing facilities conditions documenting inspection results performed before start of Work.
- List of subcontractors and material suppliers with experience statement.
- Certified payroll reports and statement of compliance from Contractor and all subcontractors (submitted directly to Airport Accountant).
- Three-week lookahead Project schedule (at weekly construction meetings).
- Contractor Quality Control Plan (submitted by preconstruction meeting).
- Contractor affidavit regarding settlement of claims (closeout request).
- Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bill for materials and equipment, and other indebtedness connected with Contract have been paid or otherwise satisfied (closeout request).
- Original with notary signature, full and final release and waiver on liens from Contractor, each subcontractor, and material suppler that documents that are been paid in full (closeout request).
- Warranty (due at Final Completion).
- Maintenance and operating instructions of new equipment.

SP-37 GEOTECHNICAL INFORMATION

A geotechnical report titled "Veterans Airpark Lane Culvert, Midland, Texas, BEYOND Project No. GT2212066" prepared by Beyond Engineering & Testing, LLC. on April 17, 2023 is available upon request.

SP-38 SOVEREIGN IMMUNITY

By executing this Contract, Owner is not waiving its right to sovereign immunity. Owner is retaining 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 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 other action arising from or connected in any way to this Contract or performance of this Contract shall be in Midland County, Texas. Obligations and undertakings of each party 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. Laws of the State of Texas shall govern, construe, and enforce all rights and duties of parties, including but not limited to tort claims and all Contractual claims or disputes, arising from or relating in any way that would direct application of laws of another jurisdiction.

SP-40 THIRD-PARTY BENEFICIARY

This Contract does not create a third-party beneficiary nor is there a third-party beneficiary to this Contract. No person/entity 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, and its employees and officers, from any and all demands, claims, DAMAGES, or causes of action of any kind whatsoever which Contractor has/might have including but not limited to BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER 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 exclusive right to control details of services and work performed hereunder, and all persons performing the same; and shall be solely responsible for 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 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 rights, obligations, and liabilities applicable to it as such independent contractor. Owner does not have the power to direct the order work is done. Owner shall not have the right to control means, methods, or details of

Contractor's work. Contractor shall assume exclusive responsibility for work. Contractor is entirely free to do 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 legal representative shall give City Manager, or other reasonable official of Owner, notice in writing (consisting of one original and 7 copies of notice attached to Contract) of such damages, duly verified, within 150 days after same has been sustained. Discovery rule does not apply to giving this notice. Notice shall include when, where, and how damages occurred, apparent extent thereof, amount of damages sustained, amount for which Contractor will settle, physical and mailing addresses of Contractor at time and date claim was presented as well as physical and mailing addresses of Contractor for 6 months immediately preceding occurrence of such damages, and names and addresses of witnesses upon whom Contractor relies to establish claim. Failure to notify City Manager within 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 claim. Said additional information shall be supplied within 30 days after receipt of notice.

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 another provision, Contractor failure to comply with 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/constructive notice/knowledge of said claim or alleged damages. Contractor agrees requirements of this entire Contract are reasonable.

SP-44 ASSIGNMENT

Contractor shall not directly/indirectly assign all/any part of this Contract or any interest, right, or privilege herein, without prior written consent of Owner. Owner has the sole discretion on whether to grant consent to an assignment.

SP-45 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 AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT OR CONSTRUCTION, INTERPRETATION, OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION/PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO 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 ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED/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 EXECUTION.

SP-46 PROMPT PAY ACT

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

SP-47 PAYMENT

After Contractor completes all Work including all Change Orders altering original scope, amount of said Contract are completed, and Owner inspected and approved that Work is completed and in compliance with Contract and all subsequent Change Orders, Owner may thereafter issue payment to Contractor in amount of Contract and all Change Orders. Owner shall be the final judge of when Contractor completes Work. Owner, at sole discretion, shall determine if Work under Contract and under any Change Orders was done to Owner requirements. Owner may make periodic payments to Contractor; however, such periodic payments may only be made pursuant to this Article and only after all Work and 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 items listed below. Final Payment not approved until Parkhill approves Contractor's final submittal. Contractor shall:

- provide 2 copies of all manufacturer warranties specified for materials, equipment, and installations.
- provide weekly payroll records (not previously received) from General Contractor and all subcontractors.
- complete final cleanup. Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from 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 limits indicated and leave site neat and presentable. Material cleared from site and deposited on adjacent property will not be considered as having been disposed satisfactorily unless Contractor obtained written permission of such property owner.
- complete all punch list items identified during Final Inspection.
- provide complete release of all claims for labor and material arising out of Contract.
- return copies of sales tax completion forms when applicable per state requirements.
- provide manufacturer certifications for all items incorporated in Work.
- make all required Record, As-Built, or As-Constructed Drawings available.
- deliver Project Operation and Maintenance (O&M) Manual(s).
- provide Security for Construction Warranty.
- submit equipment commissioning documentation, if required.

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete Texas Ethics Commission Form 1295-Certificate of Interested Parties and submit completed form with executed Contracts for Project. Complete Form 1295 online at the Texas Ethics website:
https://www.ethics.state.tx.us/filinginfo/1295/

Parkhill will email links to Contractor with an explanation once Contract is awarded. Contractor is responsible for completing form, printing, and submitting along with all other required Contract documents.

SP-50 PARKHILL/RPR AUTHORITY AND DUTY

Parkhill nor RPR shall supervise, direct, or have control over Contractor's Work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents.

Parkhill nor RPR shall be responsible for any acts/omissions of Contractor, subcontractor, entity performing any portions of Work, or agents or employees of any of them. Parkhill nor RPR guarantee Contractor performance nor are responsible for Contractor's failure to perform Work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

SP-51 ANTI-BOYCOTT STATUTES

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

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

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

SP-52 PARTIAL PAYMENTS

Partial Payments will be made to Contractor at least once each month as work progresses. Said payments will be based upon estimates, prepared by Contractor for Architect/Engineer review, of the value of Work performed and materials complete and in place, in accordance with Contract, Plans, and Specifications. Such partial payments may also include delivered actual cost of those materials stockpiled and stored in accordance with Construction Contract requirements. No partial payment will be made when amount due to Contractor since last estimate is less than $500.

1) From the total amount determined payable on a partial payment, Owner shall deduct and retain 5% of such total amount to protect Owner interests. Unless Owner instructs otherwise, amount Owner retains will be in effect until final payment is made except:
    a. Contractor may request release of retainage on work partially accepted by Owner in accordance with Construction Contract requirements. Contractor must provide a certified invoice to Owner to support retainage value held by Owner for partially accepted Work.

2) Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor received partial payment. Contractor must provide Owner evidence of prompt and full retainage payment held by prime Contractor to subcontractor within 30 days after subcontractor work is satisfactorily completed. Subcontractor work is satisfactorily completed when all tasks called for in subcontract are accomplished and documented as Owner requires. When Owner incrementally accepts a portion of a prime contract, subcontractor work covered by that acceptance is deemed satisfactorily completed.

3) When at least 95 percent of Work is completed to Owner satisfaction, Contractor shall, at Owner discretion and with consent of surety, prepare estimates of both contract value and cost of remaining Work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of Work remaining to be done. Remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of Work in excess of those provided in Proposal or covered by approved change orders or supplemental agreements, except when Architect/Engineer determines such excess quantities are to be part of the final quantity for item of Work in question.

No partial payment shall bind Owner to acceptance of any materials or Work in place as to quality or quantity. All partial payments are subject to correction at time of final payment in accordance with Construction Contract requirements.

Contractor shall deliver Owner a complete release of all claims for labor and material arising out of this Contract before Final Payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. Bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

END OF DOCUMENT

GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

When "Owner," "Party of the First Part," or "First Party" are used in Contract Documents, it shall refer to Owner as described in Contract.

GC-02. CONTRACTOR

When "Contractor," "Party of the Second Part," or "Second Party," are used, it shall mean person(s), co-partnership, or corporation so defined in Contract who agreed to perform Work embraced in this Contract, or to legal representatives.

GC-03. ARCHITECT/ENGINEER

When "Architect/Engineer" is used in this Contract, it shall refer to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector, as authorized by said Owner, to act as Owner's representative with respect to services performed or furnished by Architect/Engineer.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any documents before execution of Contract.

Contract Documents are complementary and called for by any one person/entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

1. Signed Contract,
2. Performance Bond,
3. Special Bonds (if any),
4. Proposal,
5. Special Provisions,
6. Notice to Bidders,
7. Instructions to Bidders,
8. Technical Specifications,
9. Plans, and
10. General Conditions of the Contract.

GC-05. SUBCONTRACTOR

"Subcontractor," as employed herein, includes only those with a direct contract with Contractor and includes one who furnished material worked to a special design according to 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 be duly served if delivered in person to individual, member of firm, or officer of corporation intended, or if delivered/sent by registered mail to last business address known.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, 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 of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or Work described in words shall have a well-known technical or trade meaning and 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 as acceptable to Architect/Engineer. Architect/Engineer will check Contractor's layout of all major structures and other layout work done by Contractor at Contractor request, but this check does not relieve Contractor of responsibility of correctly locating all Work in accordance with Plans and Specifications.

GC-11. ARCHITECT/ENGINEER AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between parties to this Contract that Architect/Engineer will observe quality and progress of Work at various times. To prevent delays, disputes, and discourage litigation, it is further agreed Architect/Engineer shall, in all cases, determine amounts and quantities of several kinds of Work paid under this Contract. He shall determine all questions in relation to said Work and construction thereof, and in all cases, decide every question which may arise relative to execution of this Contract on part of said Contractor. Architect/Engineer estimates and findings shall be conditions precedent to right of parties hereto to any action of Contract, and any rights of Contractor to receive any money under this Contract; provided, however, should Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with meaning and intent of this Contract, either party may file with said Architect/Engineer within 30 days, written objection to decision/direction so rendered. Contract intent is for there to be no delay in execution of Work; therefore, written decisions/directions of Architect/Engineer as rendered shall be promptly carried out and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Architect/Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor, a written decision on all claims of parties hereto and all questions which may arise relative to execution of Work or interpretation of Contract, Specifications, and Plans. Should Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if decision was rendered against party appealing.

When "directed," "required," "permitted," "designated," "considered necessary," "prescribed," "approval," "acceptable," "satisfactory," or words of like import are used, it is understood direction, requirement, permission, order, designation, prescription, approved by, acceptable, or satisfactory of Architect/Engineer is intended.

In Specifications or Drawings accompanying this Contract, 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 necessarily described in general terms, fulfillment of which must depend on individual judgment, in all such cases, any question of fulfillment of said Specifications shall be decided by Architect/Engineer, and said work done in accordance with interpretations of meaning of words, terms, or clauses defining character of Work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor that Architect/Engineer may appoint such subordinate engineers, supervisors, or project representatives as Architect/Engineer may deem proper to inspect material furnished and Work done under this Contract, see said material is furnished and done in accordance with Specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or Project representatives for proper inspection and examination of Work. Contractor shall regard and obey directions and instructions of any subordinate engineers, supervisors, or project representatives so appointed when such directions and instructions are consistent with obligations of this Contract and accompanying Plans and Specifications, provided; however, should Contractor object to any orders by any subordinate Engineer, supervisor, or Project representative, Contractor may, within 6 days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this Contract and keep on Work, during progress, competent superintendent, and any necessary assistants all satisfactory to Architect/Engineer. Superintendent shall represent Contractor when absent and all directions given shall be as binding as if given to Contractor. Adequate supervision by competent and responsible Contractor representatives is essential to proper performance of Work and lack of such supervision shall be grounds for suspending Contractor operations. Confirm important directions in writing to Contractor. Confirm other directions on written request in each case.

GC-14. CONTRACTOR UNDERSTANDING

It is understood and agreed that Contractor is, by careful examination, satisfied as to nature and location of Work, confirmation of ground, character, quality, and quantity of materials to be encountered, character of equipment and facilities needed preliminary to and during prosecution of Work, 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 execution of this Contract, shall affect or modify any terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

Contractor agrees to employ orderly and competent employees, skillful in performance of Work required under this Contract, to do Work; and agrees whenever informed by Architect/Engineer in writing, any employee(s) on Work are, in Architect/Engineer opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again employed on Work without Architect/Engineer's written consent.

GC-16. CONTRACTOR BUILDINGS

Building structures for housing employees, erecting tents, or other forms of protection will be permitted only at such places as Architect/Engineer shall direct, and sanitary conditions of grounds in or about such structures shall always be maintained as satisfactory to Architect/Engineer.

GC-17. SANITATION

Contractor shall construct and maintain necessary sanitary conveniences for use of laborers on Work, properly secluded from public observation, approved by Architect/Engineer, and use strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in Work of any Contractor, Shop/Setting Drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer approval of such Drawings or schedules, shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless Architect/Engineer called attention to, in writing, such deviations at time of submission nor relieve Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this Contract for furnishing by Contractor of good material, and performing good Work as herein described, and full accordance with Plans and Specifications. No failure or omission of Architect/Engineer to condemn any defective Work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to Final Acceptance upon discovery of said defective Work or material, provided; however, Architect/Engineer shall, upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material was once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet Specifications for this Work. Any questioned Work may be ordered taken up or removed for Architect/Engineer to re-examine, prior to Final Acceptance, and, if found not in accordance with Specifications for said Work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as Extra Work and paid for by Owner, provided, where inspection or approval is specifically required by Specifications prior to performance of certain Work, should Contractor proceed with such Work without requesting prior inspection or approval, Contractor shall bear all expense of taking up, removing, and replacing work if so directed by Architect/Engineer.

GC-20. DEFECTS AND REMEDIES

It is further agreed if Work or any part thereof, or any material brought on site of Work for use in Work or selected for same, shall be deemed by Architect/Engineer as unsuitable or not in conformity with Specifications, Contractor shall, after receipt of written notice thereof from Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work for full accordance with this Contract.

GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner sees fit, in line, grade, form, dimensions, Plans, or materials for Work herein contemplated, or any part thereof, before or after beginning construction without affecting validity of this Contract and accompanying Performance Bond.

If such changes or alterations diminish quantity of Work to do, they shall not constitute 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 increased or decreased, and Work can fairly be classified under Specifications, price adjustment for such increase or decrease shall be made according to quantity actually done and at 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 useless any material already done or material already furnished or used, Owner shall recompense Contractor for any material or labor so used, and any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time, methods or equipment used by Contractor are found inadequate to secure quality of Work or rate of progress required under this Contract, Architect/Engineer may order Contractor, in writing, to increase safety or improve character and efficiency, and Contractor shall comply with such order.

If at any time, Working force of Contractor is inadequate for securing 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 schedule of progress.

GC-23. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE

Architect/Engineer shall furnish Contractor with an adequate and reasonable number of copies of all Specifications without additional expense, and Contractor shall keep 1 copy of same constantly accessible on Work, with latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by Architect/Engineer shall not be reused on other work, and with exception of signed contract sets, are returned to him on request, at completion of Work. All models are property of Owner.

GC-25. ADEQUACY OF DESIGN

It is understood Owner employed competent engineers and designers. It is, therefore, agreed Owner shall be responsible for adequacy of design, sufficiency of Contract Documents, safety of structure, and practicability of operations of completed Project, provided Contractor complied with requirements of said Contract Documents, all approved modifications thereof, additions, and alterations thereto approved in writing by Owner. Burden of proof of such compliance shall be upon Contractor to show compliance with said requirements of Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves the right to enter property or location on which Work herein contracted for are to be constructed or installed, by such agent(s) as elected, to supervise and inspect Work, or construct or install 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, not delaying progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed the intent of this Contract is all work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate Contract Documents, priority of interpretation defined under “Contract Documents” shall govern. In the event of a remaining doubt as to meaning and intent of any portion of Contract, Specifications, or Drawings, Architect/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 of worker compensation 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 always exercise reasonable precautions for the safety of employees and others on/near Work and comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery, 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, sureties, and insurance carriers shall defend, indemnify, and save harmless Owner and all officers, agents, employees, Architect/Engineer, 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/property, on account of any negligent act or fault of Contractor or any subcontractor, agents, or employees, in execution and supervision of said Contract and Project of this Contract or on account of Contractor or any subcontractor failure to provide necessary barricades, warning lights, or signs, and will be required to pay any judgment with costs obtained against Owner or any officers, agents, or employees, and/or Architect/Engineer, agents, and/or employees.

Safety precautions taken shall be sole responsibility and discretion of Contractor, as an independent contractor; inclusion of this paragraph in Contract, as well as any notice given by Owner, Architect/Engineer, or representatives concerning omissions under this article as Work progresses, are intended only as reminders to Contractor of duty and not construed as any assumption of duty to supervise safety precautions by Owner or Architect/Engineer.

GC-31. CONTRACTOR INSURANCE

Contractor shall procure and carry, at sole cost and expense, throughout life of Contract, insurance protection as hereinafter specified. All Insurance shall name Owner and Architect/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 cover all operations in connection with this Contract. Contractor insurance shall cover self and, at minimum, all subcontractors and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by General Contractor.

Contractor shall provide a Waiver of Subrogation in favor of City of Midland and Parkhill on Worker's Compensation, Employer Liability Insurance, Contractor's Public Liability, 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 subcontractor.
b. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of 1 person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of 2 or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000.00 for all damages arising out of injury to or destruction of property in any 1 accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of injury to or destruction of property during policy period.
c. Automobile Insurance: Providing a limit not less than $1,000,000.00 for injuries, including accidental death, to any 1 person and, subject to same limit for each person a total limit of $2,000,000.00 on account of 1 accident, and automobile property damage insurance in an amount not less than $500,000.00.

d. Proof of Insurance Carriage: Before Work on any contract or subcontract, each Contractor and subcontractor shall submit to Owner for approval, 6 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 insured;
2. Location of operations to which insurance applies;
3. Number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
4. Expiration date of policy and limit(s) of liability thereunder on date borne by such certificate;
5. Statement that insurance of type afforded by policy, applied to all operations of whatever character, undertaken by insured during performance of this Contract, provided such operations are required in performance of Contract; and
6. Provision that policy may be cancelled only by mailing written notice to named insured at 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

It is hereby understood and mutually agreed by and between Contractor and Owner, date of beginning and time for completion as specified in Contract of Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract; and further mutually understood and agreed Work embraced in this Contract shall be commenced on a date to be specified in "Notice to Proceed."

Contractor agrees said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within time specified. It is expressly understood and agreed, by and between Contractor and Owner, time for completion of Work described herein is a reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail, or refuse to complete Work within time herein specified, or any proper extension thereof granted by Owner, Contractor does hereby agree, as a part consideration for awarding this Contract, to pay to Owner amount specified in Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each calendar day Contractor shall be in default after time stipulated in Contract for completing Work.

Said amount is fixed and agreed upon by and between Contractor and Owner because of impracticability and extreme difficulty of fixing and ascertaining actual damages Owner would in such event sustain, and said amount is agreed to be amount of damages Owner would sustain and said amount retained as necessary by Owner from current periodical estimates.

It is further agreed time is of the essence of every portion of this Contract and Specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where under Contract an additional time is allowed for completion of any Work, new time limit fixed by such extension shall be of the essence of this Contract. Provided, Contractor shall not be charged with liquidated damages or any excess cost when Owner determines Contractor is without fault and Contractor's reasons for time extension are acceptable to Owner; Provided, further, Contractor shall not be charged with liquidated damages of any excess cost when 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 Contractor control and without fault or negligence including but not restricted to acts of God or public enemy, acts of Owner, acts of another Contractor in performance of contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
c. To any delays of subcontractors/suppliers occasioned by any cause specified in (a) and (b) of this article:

Provided further, Contractor shall, within 10 days from beginning of such delay, unless Owner shall grant a further time prior to date of final settlement of Contract, notify Owner in writing of causes of delay, who shall ascertain facts and extent of delay and notify Contractor within a reasonable time of decision in the matter.

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

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE OF THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR 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 IR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

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 Specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this Contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and labor required for aforesaid Work, also for all expenses incurred, and well and truly performing same and whole thereof in the manner and according to this Contract, Specifications, Drawings, and requirements of Architect/Engineer.

GC-34. BONDS

It is further agreed by parties to this Contract that Contractor will execute bonds in sum of 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 forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and agreed this Contract shall not be in effect until such bonds are furnished and approved by Owner. Performance and Payment Bonds shall comply 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, action of elements, any unforeseen circumstances in prosecution of same, or unusual obstructions/difficulties encountered in prosecution of Work, shall be sustained and borne by Contractor at own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

Said Contractor shall take proper means to protect adjacent/adjoining property/properties, in any way encountered, which might be injured/seriously affected by any process of construction undertaken under this Contract, from any damage/injury by reason of said process of construction; and shall be liable for any/all claims for such damage on account of failure to fully protect all adjoining property. Contractor agrees to indemnify, save, and hold harmless Owner against any claim(s) for damages due to any injury to any adjacent or adjoining property, arising/growing out of performance of Contract, but any such indemnity shall not apply to any claim of any kind arising out of existence or character of Work.

GC-37. PROTECTION AGAINST SUBCONTRACTOR, LABORER, MATERIALMEN AND FURNISHER OF MACHINERY, EQUIPMENT, AND SUPPLY CLAIMS

Contractor agrees to indemnify and save Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furthering the performance of this Contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of nature herein designated, have been paid, discharged, or waived. If Contractor fails, Owner may, at Contractor option, 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/all such lawful claims until satisfactory evidence is furnished that all liabilities were fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with terms of this Contract, but in no event shall provisions of this article be construed to impose any obligations upon Owner by either Contractor or 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 patentee/owner. Contractor shall defend all suits/claims for infringement of any patent/copyrights and indemnify and save Owner harmless from any loss on account thereof, except Owner shall defend all such suits and claims and be responsible for all such loss when a particular design, device, material, or process/product of a particular manufacturer is specified/required by Owner provided; however, if choice of alternate design, device, material, or process is allowed, Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If material/process specified/required by Owner is an infringement, Contractor shall be responsible for such loss unless promptly giving such information to Owner.

GC-39. LAWS AND ORDINANCES

Contractor shall always observe and comply with all Federal, State, and local laws, ordinances, and regulations, which affect Contractor Work, and indemnify and save harmless Owner against any claims arising from violation of any such laws, ordinances, and regulations by Contractor or employees, except where such violations are called for by provisions of Contract Documents. If Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect/Engineer in writing, and any necessary changes be adjusted as provided in Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, and without such notice to Architect/Engineer, Contractor shall bear all costs arising therefrom. In case Owner is a body politic and corporate law deriving powers, insofar as same regulates objects for which, in manner in which, or conditions under which Owner may enter into contract, shall be controlling, and considered as part of this Contract, to same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees to retain personal control and give personal attention to fulfillment of Contract and not assign by Power of Attorney, or otherwise, or sublet said Contract without written consent of Owner, and no part or feature of Work will be sublet to anyone objectionable to Architect/Engineer or Owner. Contractor further agrees subletting of any portion/feature of Work or materials required in performance of this Contract, shall not relieve Contractor from full obligations to Owner, as provided by this Contract.

GC-41. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, Contractor be allowed to prosecute Work at such times and sessions, in such order of precedence and manner most conducive to economy of construction provided; however, order and time of prosecution shall be such that Work shall be substantially completed as a whole or in part, in accordance with this Contract, Plans, and Specifications, and within time of completion designated in proposal; provided also, when Owner is having other work done, by contract or his own force, Architect/Engineer may direct time and manner of constructing Work done under this Contract so conflict will be avoided and construction of various works done for Owner shall be harmonized.

Contractor shall submit, at such times reasonably requested by Architect/Engineer, schedules to show order in which Contractor proposes to carry on Work, with dates at which Contractor will start several parts of Work and estimated dates of completion of several parts.

GC-42. EXTENSION OF TIME

Should Contractor be delayed in completion of Work by any act/neglect of Owner, Architect/Engineer, any employee of either, other contractors employed by Owner, changes ordered in Work, strikes, lockouts, fires, and unusual delays by common carriers, unavoidable cause(s) beyond Contractor's control, or any cause which Architect/Engineer decides justifies delay, an extension of time shall be allowed for completing Work, sufficient to compensate for delay, amount of extension determined by Architect/Engineer, provided, however, Contractor shall give Architect/Engineer prompt notice in writing of cause of such delay.

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances/delays from any cause (except where Work is stopped by order of Owner for own convenience) during progress of any portion of Work embraced in this Contract. In case said Work shall be stopped by act of Owner, such expense as in judgment of Architect/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 allowed, but actual measured and/or computed length, area, solid contents, number, and weight only considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

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

Where payment is based on unit price method, Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any differences found between quantities of Work actually done, material actually furnished under this Contract, and estimated quantities contemplated and contained in proposal; provided, however, where actual quantity of any major item in this Contract is an estimated quantity and actual quantity of such "major item" varies more than 25 percent above or below estimated quantity stated in this Contract, an equitable adjustment in Contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase/decrease in costs due solely to variation above 125 percent or below 75 percent of estimated quantity.

"Major Item" shall be any individual Bid item included in Proposal with a total cost equal to or greater than 10 percent of total Contract cost, computed on basis of original Bid Proposal, quantities, and Contract unit prices.

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

GC-46. PARTIAL PAYMENTS

On/before the last day of each month, Contractor shall prepare for Architect/Engineer review, a statement showing, as completely as practicable, total value of Work done by Contractor for prior month/period. Statement shall also include value of all sound materials delivered on site of Work to be fabricated into Work. Architect/Engineer, after approval, shall submit Contractor's partial pay application to Owner.

Owner shall then pay Contractor total amount of Architect/Engineer's statement, less 5 percent of amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums may be retained by Owner under terms of this Contract. It is understood; however, in case whole Work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on part of Contractor, Owner may, upon Architect/Engineer written recommendation, pay a reasonable and equitable portion of retained percentage to Contractor; or Contractor, at Owner's option, may be relieved of obligation to fully complete Work, and thereupon, Contractor shall receive payment of balance due under Contract subject only to conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed/partially completed portions of Work, notwithstanding time for completing 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 Contract Documents. If such prior use increases cost of or delays Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Architect/Engineer determines.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor gives Architect/Engineer written notice that Work is complete, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor a 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, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all Work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay Contractor on/before the 20th day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of Final Payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided full performance of contractual obligations under terms of this Contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold/nullify whole/part of any certificate to such extent as necessary for protection from loss on account of:

a. Defective work not remedied;
b. Claims filed or reasonable evidence indicating possible filing of claims;
c. Contractor failure to make payments properly to subcontractors, for material, or labor; and/or
d. Damage to another contractor.

When grounds removed or Contractor provides a Surety Bond satisfactory to Owner to protect Owner in amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should Owner fail to pay Contractor of sum named in any partial/final statement, when payment is due, or Architect/Engineer fails to issue any statement on/before date provided, Owner shall pay Contractor, in addition to 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, fully liquidating any injury to Contractor growing out of such delay in payment, but right is expressly reserved to Contractor in the event payments not promptly made as provided under "Partial Payments," to at any time thereafter treat Contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with provisions of "Payments Withheld."

GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall mean/include all Work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon Plans, or reasonably implied by Specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under Architect/Engineer direction when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Methods A nor B are agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this Article shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for time actually employed/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, Workmen's Compensation, and all other insurance as required by any law/ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work as well as type and kind of machinery and equipment to be used; otherwise, these matters determined by Contractor. Unless otherwise agreed upon, prices for 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, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "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 cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless Architect/Engineer orders in writing. In case any oral/written orders/instructions appear to Contractor to involve Extra Work for which compensation or adjustment in construction time should be received, Contractor shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does/does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute/adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer gives any directions, order, or instruction to which Contractor desires to take exception. Architect/Engineer shall reply to such written exceptions by Contractor and render a final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed Final Acceptance of Work by Owner and acceptance by Contractor of Final Payment, shall be a bar to any claim by either party, except as noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail/refuse to resume Work within 10 days after written notification from Owner or Architect/Engineer, or Contractor fails to comply with Architect/Engineer orders, when such orders are consistent with Contract Documents, then if where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental/credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

If no performance bond provided or Surety should fail to commence compliance with notice for completion herein provided for, within 10 days after service of such notice, 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 expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor, and expense charged shall be deducted and paid by Owner out of such moneys due or may thereafter any time become due to Contractor under and by virtue of this Contract. In case such expense is less than sum payable under this Contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this Contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed Bids, after 5 days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions provided in this Contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this Contract, such increase shall be charged to Contractor and Surety shall remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this Contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this Contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to Contractor and Surety at respective addresses designated in this Contract, provided; however, 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 risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public/private sale, with/without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with Contract terms and fail/refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend/wholly abandon Work and remove therefrom all machinery, tools, equipment, and all materials on site of Work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all Work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed Work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this Contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates all previous payments by Owner and other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Not-Applicable FNF Construction, Inc. is not a local Midland business

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: 03/26/2026

Printed Name and Title: Jason Creach, Vice President

FEDERAL CONTRACT PROVISIONS



A4 CIVIL RIGHTS - GENERAL

A4.3 MANDATORY CONTRACT CLAUSES

A4.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

A5.4 MANDATORY CONTRACT CLAUSES

A5.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such

provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

SECTION 00 31 32 - GEOTECHNICAL DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 INFORMATION

A. Geotechnical Data:
1. An investigation of subsurface soil conditions at the construction site was authorized by Owner, and these investigations were made by:

Beyond Engineering and Testing, LLC
2009 McKenzie Drive, Suite 130
Carrollton, Texas 75006
817.502.2136

2. Entire report are bound at the end of this Section.
3. Complete report is available for Bidders review in the office of the Engineer from 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to noon on Friday at the following address:

Parkhill
1700 West Wall Street, Suite 100
Midland, Texas 79701
806.473.2200

1.3 GEOTECHNICAL DATA

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, Architect, Engineer, the Architect's or Engineer's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.

2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that they may require to determine the character of subsurface materials that may be encountered.
3. Bidders are expected to examine the geotechnical data reports and then determine for themselves the validity of the information contained there-in as it relates to this Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

www.BeyondET.com

3011-B South County Road 1260
Midland, TX 79706
432.561.5780

April 17, 2023
Via email: ABenson@Parkhill.com

Amanda R. Benson, P.E.
Parkhill
1700 West Wall Street, Suite 100
Midland, Texas 79701

Reference: **Geotechnical Report**
Veterans Airpark Lane Culvert
Midland, Texas
BEYOND Project No. GT2212066

Dear Ms. Benson:

Beyond Engineering and Testing, LLC (BEYOND) is pleased to present our geotechnical engineering study for the proposed reconstruction of the bridge along Veterans Airpark Lane in Midland, Texas. Parkhill (Client) commissioned this geotechnical engineering study to explore and evaluate the subsurface conditions at the site, develop geotechnical design parameters, and provide related construction recommendations for the project. Our geotechnical report describes our field exploration and laboratory testing program, our engineering interpretation pertinent to the project, as well as earthwork guidelines for the project.

We appreciate the opportunity to serve you. We look forward to working with you on construction materials testing services during the construction phase. Please call us if you have any questions concerning this report or any of our other services.

Respectfully submitted,
Beyond Engineering and Testing, LLC

Ravi Teja Elepe, P.E.
Senior Project Manager

GEOTECHNICAL REPORT

Veterans Airpark Lane Culvert

MIDLAND, TEXAS

Prepared For:

Parkhill
1700 West Wall Street, Suite 100
Midland, Texas

Prepared By:

Beyond Engineering and Testing, LLC
2009 McKenzie Drive, Suite 130
Carrollton, Texas 75006

817.502.2136 | www.BEYONDET.com

April 17, 2023
BEYOND Project No. GT2212066

Geotechnical Report

Veterans Airpark Lane Culvert

MIDLAND, TEXAS

This Report Prepared By:

Beyond Engineering and Testing, LLC
2009 McKenzie Drive, Suite 130
Carrollton, Texas 75006

817.502.2136 | www.BeyondET.com

Prepared by:



4/17/2023

Ravi Teja Elepe, P.E.
Senior Project Manager

Reviewed by:

Alfred Williams, P.E.
Geotechnical Department Manager

FIRM REGISTRATION NO. F-19523 - TEXAS

April 17, 2023 ***Project No. GT2212066***

UNAUTHORIZED USE OR COPYING OF THIS DOCUMENT IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE CLIENT FOR THE SPECIFIC PROJECT.

Geotechnical Report
Veterans Airpark Lane Culvert
Midland, Texas

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APPENDIX A

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Geotechnical Report
Veterans Airpark Lane Culvert
Midland, Texas

1.0 INTRODUCTION

Beyond Engineering and Testing, LLC (BEYOND) is pleased to present our subsurface exploration and geotechnical engineering recommendations for the proposed reconstruction of the existing bridge-class culvert along Veterans Airpark Lane at GPS Coordinates (32.034575, -102.094510) in Midland, Texas. The project consists of removing the existing 10-6'X50' round reinforced concrete pipe culverts and construct a new bridge supported on drilled shaft foundations. The approximate project location is shown on Figure 1, Project Site Location Map, within Appendix A.

The purpose of this geotechnical investigation and report is to:

- Explore subsurface conditions;
- Conduct field and laboratory testing to characterize the engineering properties of subsurface materials;
- Provide geotechnical engineering parameters for the design and construction of foundation systems;
- Provide earthwork requirements.

The recommendations contained in this report are based upon field and laboratory test results, engineering analyses, experience with similar subsurface conditions, and our project understanding.

2.0 PROPOSED CONSTRUCTION

BEYOND understands the proposed project will consist of demolishing the existing bridge-class culvert and construct a new bridge supported on drilled shaft foundations. The existing bridge-class culvert consists of 10-6'X50' round reinforced concrete pipe culverts. The new bridge will span approximately 120 feet in length with two (2) interior bent sections and will be 38 feet in width.

3.0 FIELD EXPLORATION

BEYOND prepared and executed a field exploration program for the proposed project during the period of December 15 to December 16, 2022. The approximate boring locations are shown on Figure 2, Borehole Locations Map, within Appendix A of this report. Existing ground surface of the boring locations was approximately 6 feet higher than the bottom of the water channel. A summary of approximate geographic latitude and longitude coordinates and depth of each boring drilled as part of the subsurface exploration program is presented in Table 3.0.1.

Table 3.0.1 – Summary of Boring Locations and Depths

Boring No.	Latitude (degrees)	Longitude (degrees)	Total Boring Depth (feet)	Ground Surface Elevation (feet)
B-01	32.034575	-102.094510	65	2,788.0
B-02	32.034632	-102.094815	65	2,788.0

Notes: Latitude and longitude coordinates provided in Table 3.0.1 were obtained from a hand-held GPS device with accuracy of approximate 15 to 20 feet. Ground surface elevations were obtained from Google Earth Pro and should be considered approximate.

BEYOND utilized air rotary and mud rotary drilling methods to advance the boreholes to depth of practical auger refusal or the full depth of exploration. We collected samples using Standard Penetration Testing (SPT) split spoon samplers. We collected all samples from the samplers in the field, performed visual soil classification, labeled the samples as to location and depth, and bagged soil samples to minimize moisture changes. An automatic drop hammer with a weight of 170 pounds and a drop height of 24 inches was used for SPT tests. This hammer weight and drop height are in accordance with the TxDOT specification for the TCP test, but not in accordance with the ASTM specification for the SPT test. Caution and judgment should be exercised when evaluating and utilizing the modified SPT data. SPT test results are shown on the attached Boring Logs under the “Field Data” column and are preceded by the letter “N”.

Rock coring consisted of wet wire-line core barrels with NQ size bits. Coring was initiated after practical auger refusal and extended to the full depth of exploration. The rock-like materials were qualitatively evaluated using the Rock Quality Designation (RQD) index system. The RQD is a modified core recovery percentage in which all the pieces of sound core greater than 4 inches long are summed and divided by the length of the core run (generally 5 feet). The RQD values are shown on the logs of boring under the "Field Data" column. Core run intervals are typically 60 inches in length and are delineated on the logs of boring. The RQD values are categorized according to Table 3.0.2 presented below in accordance with ASTM D6032. All rock core samples were arranged in core boxes and transported to the laboratory for further analysis.

Table 3.0.2 Rock Quality Designation

RQD (%)	Rock Quality
0 – 25	Very Poor
25 – 50	Poor
50 – 75	Fair
75 – 90	Good
90 – 100	Excellent

BEYOND prepared field logs for each boring drilled. The field logs contain visual classifications of the materials encountered during drilling as well as interpolation of the subsurface conditions between samples. We also observed for groundwater level in the borehole while advancing the boreholes. These observations are discussed in subsequent sections of this report.

The project engineer reviewed the field logs, samples, and laboratory data to make appropriate

modifications to the field logs. BEYOND classified soils in general accordance with the Unified Soil Classification System (USCS). The soil classification symbols on the boring logs are described in the *Boring Log Key* included in Appendix A. The final logs of boring include modifications based on our laboratory test results and observations performed on the soil samples collected in the field. The final logs of boring describe the materials encountered, strata thickness, the various depths at which the samples were obtained, as well as field test results.

4.0 SUBSURFACE CONDITIONS

4.1 Regional Geology

According to Geology of Texas, Hobbs sheets, the geology at the site and in its vicinity consists of the following.

Quaternary Period Units

Windblown cover sand (Qcs) – Fine to medium-grained quartz, silty, calcareous, caliche nodules common, massive, grayish red; distinct soil profile; thickness up to 10 feet, feathers out locally (mostly Illinoian, may include younger deposits)

Fluviatile terrace deposits (Qt) – Gravel, sand and silt; commonly with pebbles and cobbles of limestone, sandstone and chert

Site vicinity geologic map is shown on Figure 3 within Appendix A of this report.

4.2 Subsurface Stratigraphy

As indicated on our logs of borings drilled as part of this study, native soils were encountered beneath approximately 6 inches of topsoil and extended to the bottom of the boring. The native soils generally encountered are as follows:

Table 4.2.1 – Generalized Subsurface Stratigraphy

Stratum Number	Approximate Elevation (ft)	Soil/Rock Classification and Consistency/Relative Density/Hardness
I	2,788.0 – 2,783.5	Silty SAND (SM) - Loose to medium dense
II	2,783.5 – 2,778.0	Sand Lean CLAY (CL) - Very stiff to hard, weakly cemented
III	2,778.0 – 2,765.0	Sand Lean CLAY (CL) (Caliche) - Hard, weakly cemented
IV	2,765.0 – 2,748.0	Silty SAND (SM) (Caliche) - Medium dense to very dense, weakly cemented
V	2,748.0 – 2,738.0	Clayey SAND/Sand Lean CLAY (SC/CL) (Caliche) - Very dense/Hard
VI	2,738.0 – 2,723.0	Silty SAND/LIMESTONE - Very dense/Moderately Strong Rock

Note: Ground surface elevations were obtained from Google Earth Pro and should be considered approximate.

Limestone bedrock was encountered only at Boring No. B-2 at an approximate depth of 50 feet. Cored limestone bedrock is considered "Fair" to "Good" in terms of Rock Quality Designation (RQD).

The above descriptions are general and depth ranges are approximate because boundaries between different strata are seldom clear and abrupt in the field. In addition, the lines separating major strata types on the logs of borings do not necessarily represent distinct lines of demarcation of the various strata. Detailed logs of borings for locations drilled as part of this study, which present the stratum descriptions, types of sampling used, laboratory test data, and additional field data, are presented in Appendix A. The Boring Log Key, defining the terms and descriptive symbols used on each log of boring, is also presented in Appendix A.

4.3 Groundwater Conditions

BEYOND encountered groundwater at each of the borings during drilling operations. Table 4.3.1 summarizes information for the groundwater levels observed in boreholes. Upon completing groundwater observations, the drill crew backfilled the boreholes using bentonite chips.

Table 4.3.1 – Groundwater Levels Observed in Boreholes

Boring No.	Depth to Groundwater During Drilling (feet)	Depth to Groundwater (15 Minutes after Initial Encounter) (feet)
B-1	35.0	32.0
B-2	40.0	31.0

It is imperative to note that the short-term groundwater level observations performed as part of this study are not an accurate evaluation of groundwater levels at the project site and should not be interpreted as a comprehensive groundwater study. The observations made during this investigation may also not represent conditions at the time of construction and it should be understood the presence of groundwater may have an effect on certain construction activities and long-term performance of foundations and pavements. Groundwater levels are highly dependent on climatic and hydrologic conditions before and after construction, and site development including irrigation demands, drainage and other factors. If a detailed groundwater study is desired, a groundwater hydrologist should be retained to perform these services.

5.0 LABORATORY TESTS

BEYOND performed various laboratory tests to determine the soil/bedrock physical properties. These tests allow us to classify soils and to assess soil/bedrock performance under the project design conditions. Laboratory tests are presented in each respective *Log of Boring* and in the *Summary of Laboratory Tests* in Appendix A. The project geotechnical engineer assigned appropriate laboratory tests on selected soil/bedrock samples. BEYOND performed the following laboratory methods for soil analyses:

- Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System): ASTM D2487;
- Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass: ASTM D2216;
- Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils: ASTM D4318;
- Standard Test Methods for Amount of Material in Soils Finer than No. 200 (75-µm) Sieve: ASTM D1140;
- Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis: ASTM D6913;
- Standard Test Method for Unconfined Compressive Strength of Rock: ASTM D7012; and
- Sulfate and Chlorides Content: Tex-145-E.

5.1 Geotechnical Laboratory Test Results

Moisture content tests were performed, in accordance with ASTM D2216, on selected soil samples. The test results are provided on Logs of Boring in Appendix A of the report as well as on the Summary of Laboratory Results in Appendix A of this report.

Percent finer than No. 200 (75-µm) sieve tests were performed, in accordance with ASTM D1140, on selected soil samples. The test results are provided on Logs of Boring in Appendix A of the report as well as on the Summary of Laboratory Results in Appendix A of this report. Particle-size distribution (gradation) analyses were performed, in accordance with ASTM D6913, on selected soil samples. The test results are provided on in Appendix A of this report.

Laboratory test results indicate that the native soils have liquid limit (LL) values range from 35 to 36% and plastic limit (PL) value of 20%, with Plasticity Index (PI) values ranging from 19 to 20%. Based on FHWA-NHI-10-016 for the method of identifying potentially expansive soils as shown in Table 5.1.1, the subgrade soils at this proposed project site possess low swell potential.

Table 5.1.1 – Method of Identifying Potentially Expansive Soils (from FHWA-NHI-10-016)

Liquid Limit (%)	Plasticity Index	Potential Swell (%)	Potential Swell Classification
< 50	< 25	< 0.5	Low
50 to 60	25 to 35	0.5 to 1.5	Marginal
> 60	> 35	> 1.5	High

A summary of laboratory testing results is presented in Appendix A of this report.

5.2 Soil Corrosiveness

BEYOND performed analytical tests to determine the content of soluble sulfate in the soils. The results of soluble sulfate content are summarized in Table 5.2.1.

Table 5.2.1 – Results of Soluble Sulfate and Chloride Content

Boring No.	Depth of Sample (feet)	Soluble Sulfate (mg/kg)
B-1	19.5 - 20.0	632
B-2	19.0 - 20.0	914

These test results indicate negligible sulfate contents. Proper precautions should be taken to mitigate corrosive potential. The test results are included within Appendix A.

6.0 FOUNDATION DESIGN AND GEOTECHNICAL RECOMMENDATIONS

BEYOND understands the proposed project will consist of the removal of the existing culverts and construction of drilled shaft supported bridge along the Veterans Airpark Lane in Midland, Texas. The proposed bridge will span approximately 120 feet in length with two (2) interior bent sections and supported on drilled shafts. The estimated bridge loads are not provided when this report is prepared.

6.1 Drilled Shaft Foundation Recommendations

The design team may consider using drilled shaft foundations to support the proposed bridge sections. The recommended allowable unit skin friction and end bearing of a drilled shaft foundation, provided in Table 6.1.1, are calculated based on Federal Highway Administration Drilled Shaft Manual, FHWA-NHI-10-016. Based on the Texas Department of Transportation, Geotechnical Manual, July 2020, we recommend neglecting the upper 10-feet of soil resistance to account for potential scour. We utilize a factor of safety of 3 and 2.5 for allowable end bearing pressures and allowable skin frictions, respectively. Skin friction values should be reduced by 25% when calculating pull-out (or uplift) resistance. Settlement of the drilled shaft foundation is anticipated to be less than 1-inch. Drilled shafts should have a minimum diameter of 24 inches and a minimum length of 35 feet. The length of the drilled shafts should be determined by the structural engineer to satisfy axial and lateral loading conditions.

Table 6.1.1 – Allowable Unit Skin Friction and End Bearing for Drilled Shaft Foundations

Soil Layer No.	Depth Below Channel Bottom (feet)	Allowable Unit Skin Friction (psf)	Allowable End Bearing Pressure (psf)
1	0 to 10	Neglect - Scour	Neglect - Scour
2	10 to 17	1,070	10,000
3	17 to 24	1,050	10,000
4	24 to 34	810	10,000
5	34 to 44	1,250	10,000
6	44 to 59	1,310	15,000

BEYOND anticipates the design team will use the LPILE computer program, or similar software program, to perform lateral load analyses of drilled shafts. LPILE uses the p-y method which models the surrounding soils as non-linear springs at discrete points. The lateral soil resistance is then a function of lateral deflection. The shaft/pile being analyzed is divided into many small elements. The governing differential equation in the analysis is then solved numerically using the iteration procedure. Recommendations for LPILE computer program parameters are presented in Table 6.1.2.

Table 6.1.2 – LPILE Computer Program Parameters

Soil Layer No.	Depth Below Channel Bottom (feet)	LPILE Soil Type	K (pci)		γ_{eff} (pcf)	C (psf)	ϕ' (degree)	ε_{50} (in/in)
			Static	*Cyclic*				
1	0 to 10	Neglect - Scour	--	--	--	--	--	--
2	10 to 17	Stiff Clay w/o Free Water	--	--	120	5,980	--	0.004
3	17 to 24	Sand (Reese)	225	--	120	--	35	--
4	24 to 34	Sand (Reese)	60	--	57.6	--	33	--
5	34 to 44	Sand (Reese)	125	--	57.6	--	35	--
6	44 to 59	Sand (Reese)	125	--	57.6	--	34	--

Notes: Recommended design groundwater depth is 24 feet below bottom of channel.

When the center-to-center spacing of adjacent piles is less than 6 times the larger pile diameter, the effect of group interaction on lateral resistance should be considered when evaluating shaft group horizontal movement. When the *P-y* method of analysis is used, the values of *P* shall be multiplied by *P*-multiplier values, P_m, to account for group effects. The recommended values of P_m are provided in Table 6.1.3.

Table 6.1.3 – P-Multiplier Values, P_m, Values for Design by Row Position

Pile Row	Design P-Multiplier Values, P_m			
	3 Diameter (center-to-center)	4 Diameter (center-to-center)	5 Diameter (center-to-center)	6 Diameter or Larger (center-to-center)
Lead Row	0.7	0.85	1.0	1.0
2nd Row	0.5	0.65	0.85	1.0
3rd and higher Row	0.35	0.5	0.7	1.0

6.2 Lateral Earth Pressures

Retaining walls below the bridge structure will be below grade and will be subject to lateral earth

pressures. These walls will be non-yielding walls and the at rest lateral earth pressure will apply. Positive drainage should be provided to prevent the buildup of hydrostatic water pressure on the walls. If no positive drainage is provided, hydrostatic water pressure should be considered in the design of the walls.

The following are recommended equivalent fluid pressures for below-grade walls using native soils as backfill. When backfilling adjacent to retaining walls, the contractor should be careful not to over-compact soils adjacent to the wall, thus inducing additional lateral stresses on the retaining walls. Proper drainage should be provided away from the walls during all phases of construction and post-construction grading.

Backfill materials behind the wall should be placed and compacted to a minimum compaction of 95% of the maximum dry density as determined by ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content. The loose thickness of each layer before compacting shall not exceed 8 inches. Close to retaining walls, smaller compactors should use to prevent excessive lateral pressures against the retaining walls from stress caused by heavy compactors.

Table 6.2.1 – Equivalent Fluid Pressures for Lateral Earth Pressures

Soil Type	Lateral Earth Pressure Condition	Lateral Earth Pressure Coefficient	Equivalent Fluid Pressure (psf/ft)
Native Cohesionless Soils ϕ'=30, γ_t=120 pcf	At-Rest Condition	k_o=0.50	60
	Active Condition	k_a=0.33	40
	Passive Condition	k_p=3.00	360
Native Cohesive Soils ϕ'=24, γ_t=120 pcf	At-Rest Condition	k_o=0.59	71
	Active Condition	k_a=0.42	50
	Passive Condition	k_p=2.37	285

The values apply only to cases where the ground surface is level. BEYOND should be contacted to provide suitable values for cases where the ground surface is sloped. These earth pressure values do not include safety factors or hydrostatic pressure. Surcharge loads should also be considered.

6.3 Seismic Parameters

The following seismic parameters are based on the 2015 International Building Code (IBC) and a Site Class D for this project site. The Mapped Spectral Response Acceleration for the 1 second (S_1) and short periods (S_S) were computed using the U.S. Seismic Design Maps web-based application program developed by the Applied Technology Council (ATC). Table 6.3.1 summarizes recommended seismic parameters to be used in the design:

Table 6.3.1 Recommended Seismic Parameters

Parameter	Calculated Value
S_S – Mapped Spectral Response Acceleration at Short Period (0.2-Second)	0.125 g
S_1 – Mapped Spectral Response Acceleration at 1-Second Period	0.034 g
F_a (Site Coefficient) – Site Class D	1.6
F_v (Site Coefficient) – Site Class D	2.4

Note: Seismic Parameters were obtained from https://hazards.atcouncil.org/#/

7.0 FOUNDATION CONSTRUCTION RECOMMENDATIONS

In this section, we provide various specifications and construction recommendations to allow earthwork to meet the intent of the geotechnical parameters provided in Section 6. We recommend that BEYOND be retained to provide verification testing services during construction. This allows us to verify that construction of foundation items is in compliance with our recommendations.

7.1 Site Preparation

Prior to construction, the contractor should establish proper and positive drainage to maintain a relatively dry condition at the proposed construction site. This will be important if any work is attempted during prolonged rainfall periods. Water ponding in construction areas should be avoided.

Winter weather conditions can also impact the construction process. Newly placed fill should not be placed on frozen subgrade and frozen material should not be used for fill.

7.2 Drilled Shaft Construction

The following items are important for the successful completion of drilled shaft foundations:

1. The Geotechnical Engineer, or his representative, should observe all drilled shaft excavations. This inspection is to verify proper depth, bearing stratum, cleanliness, rebar placement, and other observations regarding the drilled shaft construction. Cleanliness at the bottom of the excavation is especially critical. Excess loose material at the bottom of the excavation will adversely affect the end bearing capacity.

2. The drilled shaft excavations should be checked for size and to determine that all loose material and free water has been removed prior to the placement of concrete or the foundation pole. Precautions should be taken during the placement to prevent loose material from falling into the excavation. We recommend that the construction contract include a budget for temporary steel casing, in case the sloughing of sands or entry of water prevents the proper construction of the shafts.

3. Prompt placement of concrete in the excavation as it is completed, cleaned, and inspected is strongly recommended. Under no circumstances should an excavation be drilled if the foundation cannot be completed before the end of the workday.

4. The reinforcement steel cage placed in the shaft should be designed to be stable and centered during the placement of concrete.

5. The drilling contractor should be prepared for hard drilling conditions in cemented soils and/or limestone bedrock.

6. If the drilled shafts bear below the groundwater table, we recommend using the slurry method to prevent cave-ins and inflow of water. The slurry head should be maintained at least 5-feet above the groundwater table. The contractor may also opt to use a temporary steel casing in which case the contractor should be prepared to perform dewatering and use a tremie tube to place the concrete.

7.3 Open Excavations

Temporary construction slopes and/or permanent embankment slopes should be protected from surface runoff water. Site grading should be designed to allow drainage at planned areas where erosion protection is provided, instead of allowing surface water to flow down unprotected slopes. Surcharge loads, either static or dynamic, should not be applied to an excavation slope. Construction equipment should be prevented from traveling along or near the top of the excavation slope. Monitoring of temporary slopes, trenches, and dewatering during construction should be undertaken by the contractor to detect early warnings of movement within slopes, structures, pavements, etc.

In all cases of excavations in soils, sloped excavations and trench shields are required for excavations greater than four feet in depth. The contractor's "Competent Person" (as defined by OSHA) must inspect each trench to determine the type of bench or slope that is actually required. With all excavations, only a "competent person" shall determine whether sloped, benched, or trench shields can be used. OSHA and applicable state and local standards should be observed and followed. Site safety is the responsibility of the contractor.

7.4 Drainage

Proper drainage should be provided away from the foundation elements during all phases of construction and post-construction grading. Proper drainage is essential to the long-term stability of the structure. Ponding of water near the foundation elements from improper drainage should not be permitted.

8.0 LIMITATIONS

Recommendations contained in this report are based on our field observations and subsurface explorations, limited laboratory tests, and our present knowledge of the proposed construction. It is possible that soil conditions will vary between or beyond the points explored. If soil conditions are encountered that differ from those described herein, we should be notified immediately. If the scope of the proposed design or construction changes from that described in this report, our data should also be reviewed.

We prepared this report in substantial compliance with the generally accepted geotechnical engineering practice, as it exists in the area at the time of our study. No warranty is expressed or implied. The recommendations provided in this report are based on the assumption that BEYOND will conduct an adequate program of tests and observations during the construction phase in order to evaluate compliance with our recommendations.

This report may be used only by the client, their design team, and only for the purposes stated, within three years from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time. Any party other than the client who wishes to use this Report shall notify BEYOND of such intended use. Based on the intended use of the report, BEYOND may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else will release BEYOND from any liability resulting from the use of this report by any unauthorized party.

This is a geotechnical engineering report and is not intended to provide information about possible contaminated soils or the locations of any abandoned underground storage tanks. The owner should consult with an environmental specialist to determine whether this site is suitable from an environmental perspective.

Other standards or documents referenced in any given standard cited in this report, or otherwise relied upon by the authors of this report, are only mentioned in the given standard; they are not incorporated into it or "included by reference," as that latter term is used relative to contracts or other matters of law.

APPENDIX A

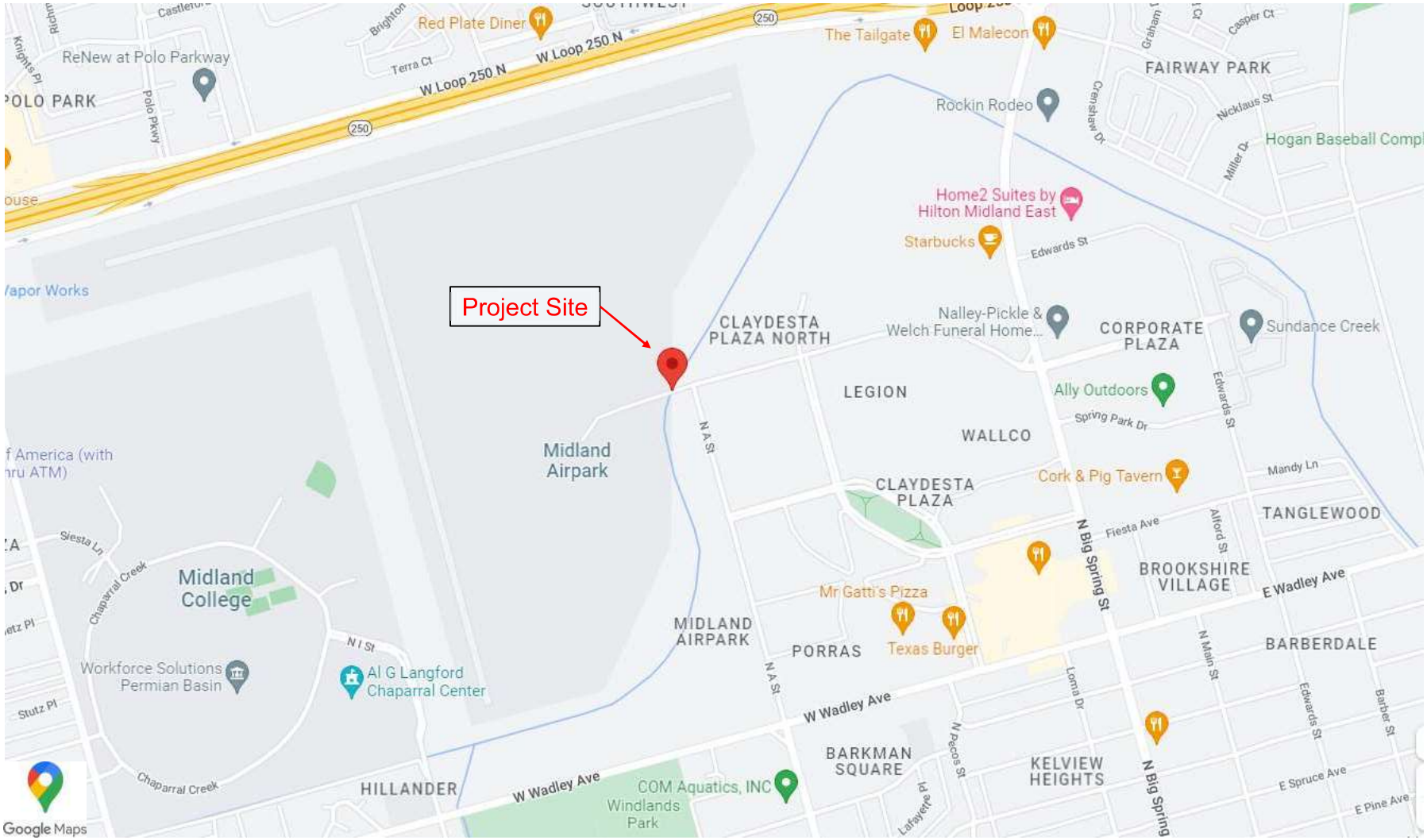


Figure 1 - Project Site Location Map

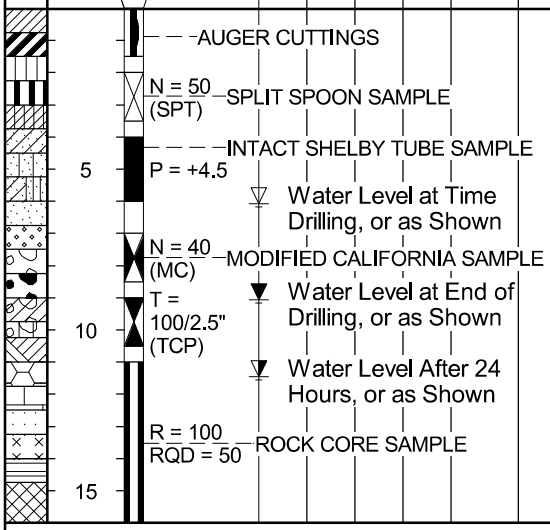


Figure 2 - Borehole Locations Map



Figure 3 - Site Vicinity Geologic Map (Geology Atlas of Texas, Hobbs Sheet, 1976)

LOG OF BORING KEY



DRILLING METHOD(S):
Continuous Flight Auger/Hollow Stem Auger/Wash Rotary/NX Core

GROUNDWATER INFORMATION:
Groundwater was encountered at 8 ft. during drilling and measured at 9 ft. immediately after drilling

SURFACE ELEVATION: ft.

DESCRIPTION OF STRATUM

Cohesive Soils - Clay and Silt

Modified California (RS)	Standard Split-spoon (SS)	Pocket Penetrometer	Consistency
SPT # blows/ft	SPT # blows/ft	Unconfined Compressive Strength (tsf)	
< 3	< 2	< 0.25	Very Soft
3-6	2-4	0.25-0.5	Soft
7-12	5-8	0.5-1.0	Medium Stiff
13-25	9-15	1.0-2.0	Stiff
26-50	16-30	2.0-4.0	Very Stiff
> 50	> 30	> 4.0	Hard

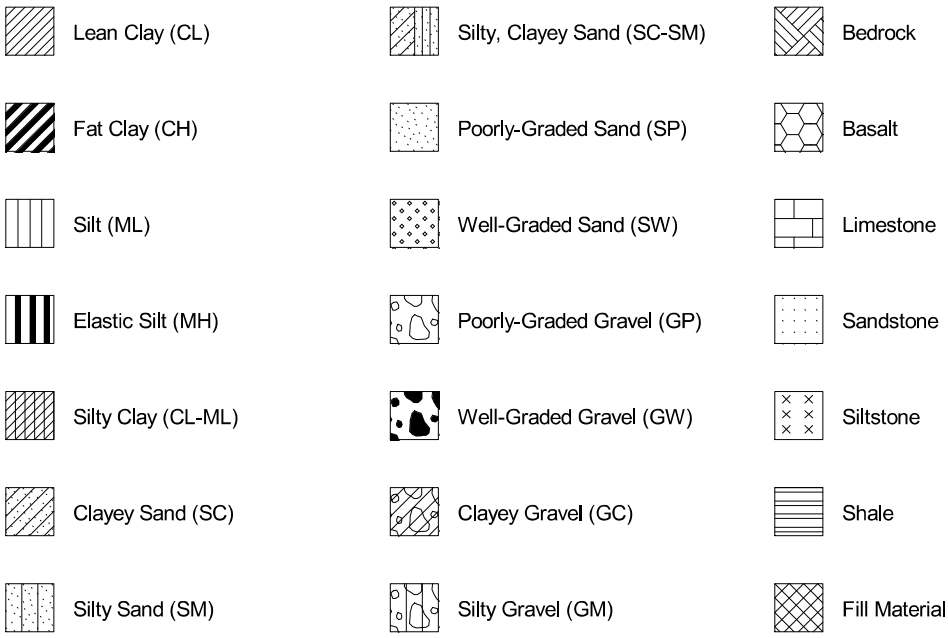
Cohesionless Soils - Sand and Gravel

Modified California (RS)	Standard Split-spoon (SS)	Relative Density
SPT # blows/ft	SPT # blows/ft	
0-6	< 4	Very Loose
7-18	4-10	Loose
19-58	11-30	Medium Dense
59-98	31-50	Dense
> 98	> 50	Very Dense

-- TESTING SYMBOL DEFINITIONS --

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

TYPICAL SOIL AND ROCK SYMBOLS (USCS CLASSIFICATION)



DEGREE OF WEATHERING

1) Unweathered: No evidence of any chemical or mechanical alteration.
2) Slightly weathered: Slight discoloration on surface, slight alteration along discontinuities, less that 10% of the rock volume altered.
3) Moderately weathered: Discoloring evident, surface pitted and altered with alteration penetrating well below rock surfaces, weathering "halos" evident, 10 to 50% of the rock volume altered.
4) Highly weathered: Entire mass discolored, alteration pervading nearly all of the rock with some pockets of slightly weathered rock noticeable, some minerals leached away.
5) Decomposed: Rock reduced to a soil with relicit rock texture, generally molded and crumbled by hand.

SOIL STRUCTURE

Calcareous..... Containing calcium carbonate
Slickensided..... The presence of planes of weakness having a slick and glossy appearance
Interbedded..... Alternating layers of varying material

LOG OF BORING B-1

Beyond Engineering and Testing, LLC
3801 Doris Lane, Suite B
Round Rock, Texas 78664
Telephone: 512.358.6048
www.BeyondET.com

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066
DATE(S) DRILLED: 12/16/22

DRILLING METHOD(S):
Continuous Flight Auger from 0 ft. to 35 ft.; Wet Rotary from 35 ft. to 64 ft.

GROUNDWATER INFORMATION:
Groundwater was encountered at 35 ft. during drilling and was measured at 32 ft. 15 minutes after the intitial encounter.

SURFACE ELEVATION (FT):

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													Topsoil: 6 inches
			N = 14	7.4									SILTY SAND (SM), brown, medium dense, dry to moist, fine to medium grained
			N = 45										SANDY LEAN CLAY (CL), brown to light brown, very stiff to hard, dry to moist, weakly cemented
	5		N = 18	5.5								55.6	
			N = 24	19.3								68.2	
			N = 54										
	10												SANDY LEAN CLAY (CL), with gravel, tan-white, hard, dry to moist, weakly cemented, (Caliche)
			N = 50/5.75"										
	15												
			N = 48	16.9									
	20												
			N = 50/5"	11.3								46.1	SILTY SAND (SM), reddish brown, dense to very dense, dry to moist, fine to medium grained, weakly cemented, (Caliche)
	25												
			N = 50/4"										
	30												
			N = 33										
	35												

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 32.034575, Long. -102.094510

BEYOND E&T LOG - LOG A GNNL01.GDT - 1/20/23 11:19 - T:\OPERATIONS\GEOTECH\9-REPORT\2022\GT2212066 CITY OF MIDLAND VETERANS AIRPARK LANE CULVERT\FIELD INVESTIGATION\GINT_LOGS\GT2212066 CITY OF MIDLAND VETERANS AIRPARK LANE C

LOG OF BORING B-1

Beyond Engineering and Testing, LLC
3801 Doris Lane, Suite B
Round Rock, Texas 78664
Telephone: 512.358.6048
www.BeyondET.com

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066
DATE(S) DRILLED: 12/16/22

DRILLING METHOD(S):
Continuous Flight Auger from 0 ft. to 35 ft.; Wet Rotary from 35 ft. to 64 ft.

GROUNDWATER INFORMATION:
Groundwater was encountered at 35 ft. during drilling and was measured at 32 ft. 15 minutes after the intitial encounter.

FIELD DATA			LABORATORY DATA										
SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
	40		N = 50/5.75"	17.8	35	16	19					38.6	CLAYEY SAND (SC), reddish brown, very dense, moist to wet, fine to medium grained, weakly cemented, (Caliche)
	45		N = 50/5"										
	50		N = 50	17.5								43.5	SILTY SAND (SM), light gray to light brown, very dense, moist to wet, fine to medium grained, weakly cemented, (Caliche)
	55		N = 50/5"	41.3								40.5	
	60		N = 50/3.5"										
			N = 50/5.75"	17.8								52.8	
													Total Depth = 64 ft.

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 32.034575, Long. -102.094510

BEYOND E&T LOG - LOG A GNNL01.GDT - 1/20/23 11:19 - T:\OPERATIONS\GEOTECH\9-REPORT\2022\GT2212066 CITY OF MIDLAND VETERANS AIRPARK LANE CULVERT\FIELD INVESTIGATION\GINT_LOGS\GT2212066 CITY OF MIDLAND VETERANS AIRPARK LANE C

LOG OF BORING B-2

Beyond Engineering and Testing, LLC
3801 Doris Lane, Suite B
Round Rock, Texas 78664
Telephone: 512.358.6048
www.BeyondET.com

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066
DATE(S) DRILLED: 12/15/22

DRILLING METHOD(S):
Continuous Flight Auger from 0 ft. to 40 ft.; Wet Rotary from 40 ft. to 50 ft.; Rock Coring from 50 ft. to 65 ft.

GROUNDWATER INFORMATION:
Groundwater was encountered at 40 ft. during drilling and was measured at 31 ft. 15 minutes after the intitial encounter.

SURFACE ELEVATION (FT):

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													Topsoil: 6 inches
			N = 6	11.1									SILTY SAND (SM), brown, loose to medium dense, dry to moist, fine to medium grained
			N = 14										
	5		N = 20										SANDY LEAN CLAY (CL), brown to light brown, very stiff to hard, dry to moist, weakly cemented
			N = 21	14.2								57.5	
			N = 55	26.4								53.8	
	10												SANDY LEAN CLAY (CL), with gravel, tan-white, hard, dry to moist, weakly cemented, (caliche)
	15		N = 58										
	20		N = 50/5"	17.4									
	25		N = 50/5"										SILTY SAND (SM), reddish brown, medium dense to very dense, dry to moist, fine to medium grained, weakly cemented, (caliche)
	30		N = 22	19.3								39.1	
	35		N = 50/5"	9.9								47.1	

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 32.034632, Long. -102.094815

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LOG OF BORING B-2

Beyond Engineering and Testing, LLC
3801 Doris Lane, Suite B
Round Rock, Texas 78664
Telephone: 512.358.6048
www.BeyondET.com

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066
DATE(S) DRILLED: 12/15/22

DRILLING METHOD(S):
Continuous Flight Auger from 0 ft. to 40 ft.; Wet Rotary from 40 ft. to 50 ft.; Rock Coring from 50 ft. to 65 ft.

GROUNDWATER INFORMATION:
Groundwater was encountered at 40 ft. during drilling and was measured at 31 ft. 15 minutes after the intitial encounter.

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													SILTY SAND (SM), reddish brown, medium dense to very dense, dry to moist, fine to medium grained, weakly cemented, (caliche) *(continued)*
	40		N = 50/3.5"										
													SANDY LEAN CLAY (CL), reddish brown, very hard, moist to wet, fine to medium grained, weakly cemented, (caliche)
	45		N = 50/2.5"	17.8	36	16	20					53.7	
			N = 50/1"										SILTY SAND (SM), light gray to light brown, very dense, wet, medium to coarse grained, weakly cemented, (caliche)
	50		R = 93 RQD = 63										LIMESTONE, light gray to light brown, fine grained, slightly to moderately weathered, moderately strong rock, hard
	55		R = 92 RQD = 72	2.5				150	840.8				
	60		R = 97 RQD = 77										
	65												Total Depth = 65 ft.

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 32.034632, Long. -102.094815

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Beyond Engineering & Testing, LLC
3801 Doris Lane, Suite B
Round Rock, TX 78664
(512) 358-6048

Uniaxial Compressive Strength Test Report

Client: Parkhill
Project: Vaterans Airpark Lane Culvert
Sample I.D.: B-02 at 55-60 ft

Project No.: GT2212066
Test Method: ASTM D7012, Method C
Test Date: 12/27/2022
Type of Specimen: Intact Rock Core
Deformation Rate: 0.3 %/min

Initial Specimen Conditions		
Avg. Diameter (in)	D_o	2.06
Avg. Height (in)	H_o	4.46
As-Rcv'd Water Content (%)	w_o	2.5
Total Unit Weight (pcf)	γ_{total}	153.7
Dry Unit Weight (pcf)	γ_{dry}	150.0

Stresses at Failure	
Uniaxial Compressive Strength, σ_u (psi)	11678.0
Axial Strain at Failure (%)	- -

Te-An Wang, E.I.T., 12/29/22
Quality Review/Date
Specimen prepared & tested by: A.Q.

The results shown on this report are for the exclusive use of the client for whom they were obtained and apply only to the sample tested and / or inspected. They are not intended to be indicative of qualities of apparently identical products. The use of our name must recieve prior written approval. Reports must be reproduced in their entirety. Unauthorized use or copying of this document is strictly prohibited by anyone other than the client for the specific project.

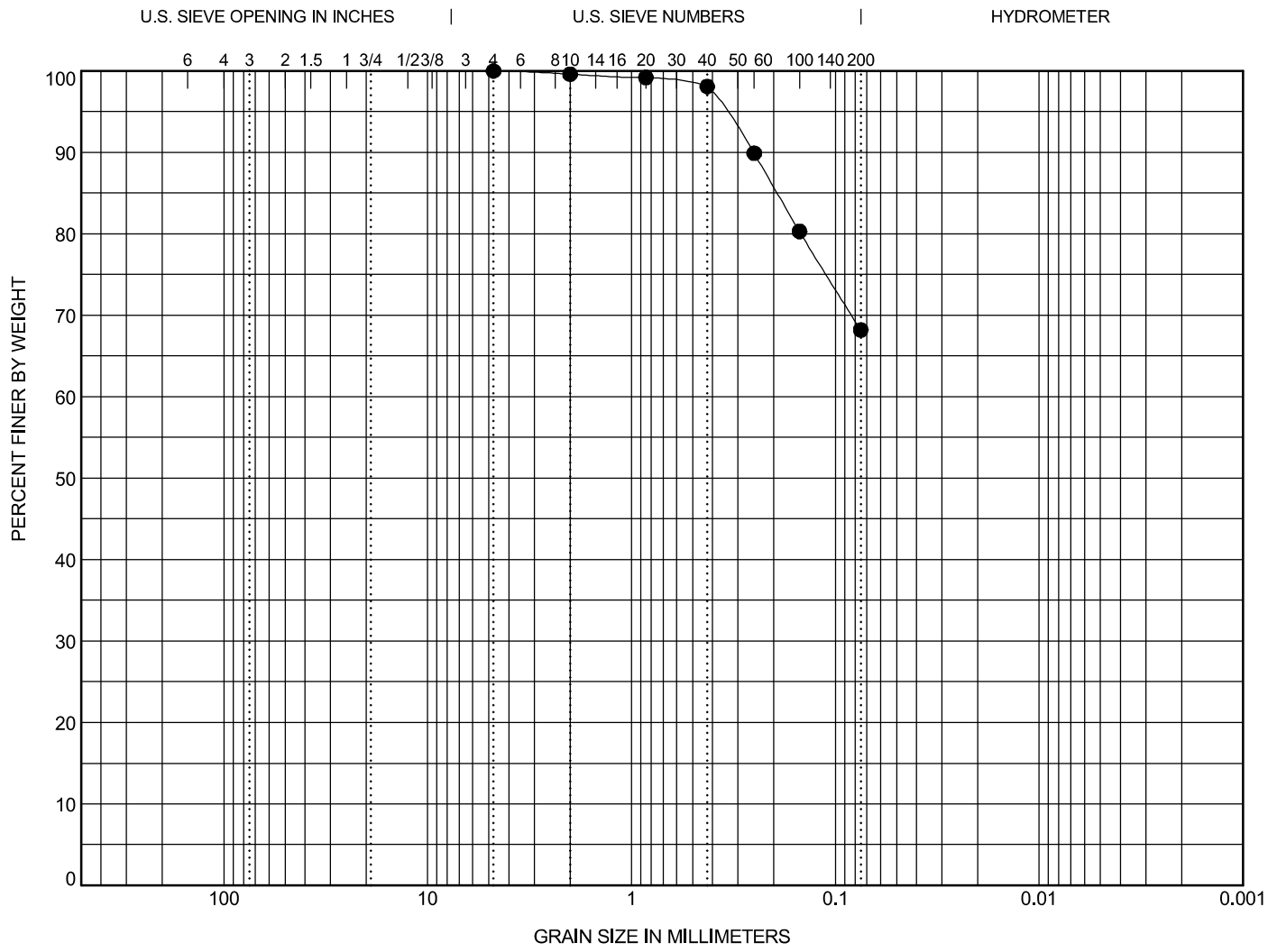
GRAIN SIZE DISTRIBUTION

Beyond Engineering & Testing, LLC
3801 Doris Lane, Suite B
Round Rock, TX 78664
Telephone: (512) 358-6048

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066

Sample ID: **B-1 at 6.0 ft.** Date: 01/05/2023

Test Method: **ASTM D6913**



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Classification	LL	PL	PI	Cc	Cu

D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay
4.75				**0.0**	**31.8**	**68.2**	

HuaMiao Cao, P.E., 01/05/2023
Analysis & Quality Review/Date

Specimens prepared by: T.Z.

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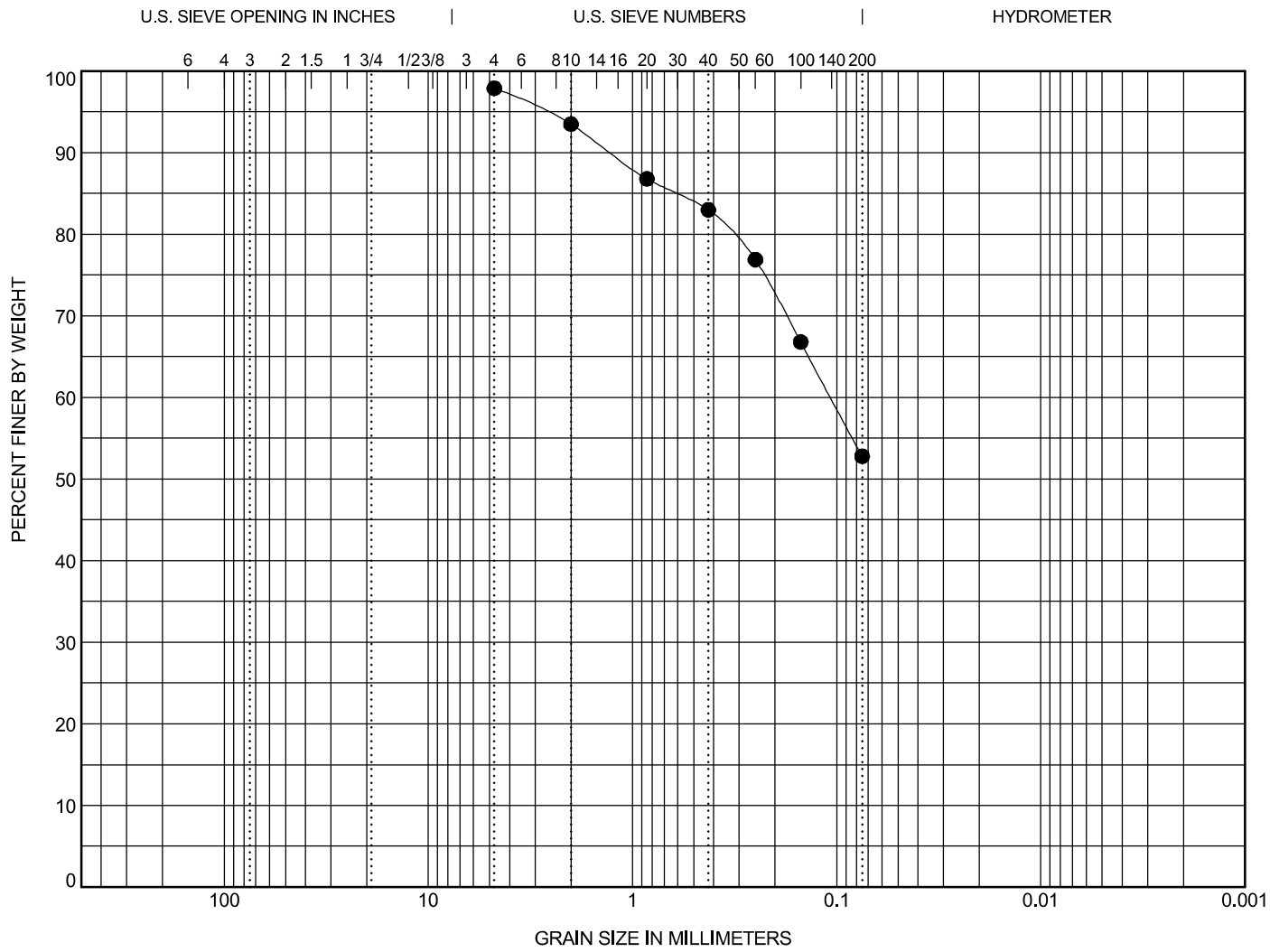
GRAIN SIZE DISTRIBUTION

Beyond Engineering & Testing, LLC
3801 Doris Lane, Suite B
Round Rock, TX 78664
Telephone: (512) 358-6048

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066

Sample ID: **B-1 at 63.5 ft.** Date: 01/05/2023

Test Method: **ASTM D6913**



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Classification	LL	PL	PI	Cc	Cu

D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay
4.75					**45.1**	**52.8**	

HuaMiao Cao, P.E., 01/05/2023
Analysis & Quality Review/Date

Specimens prepared by: T.Z.

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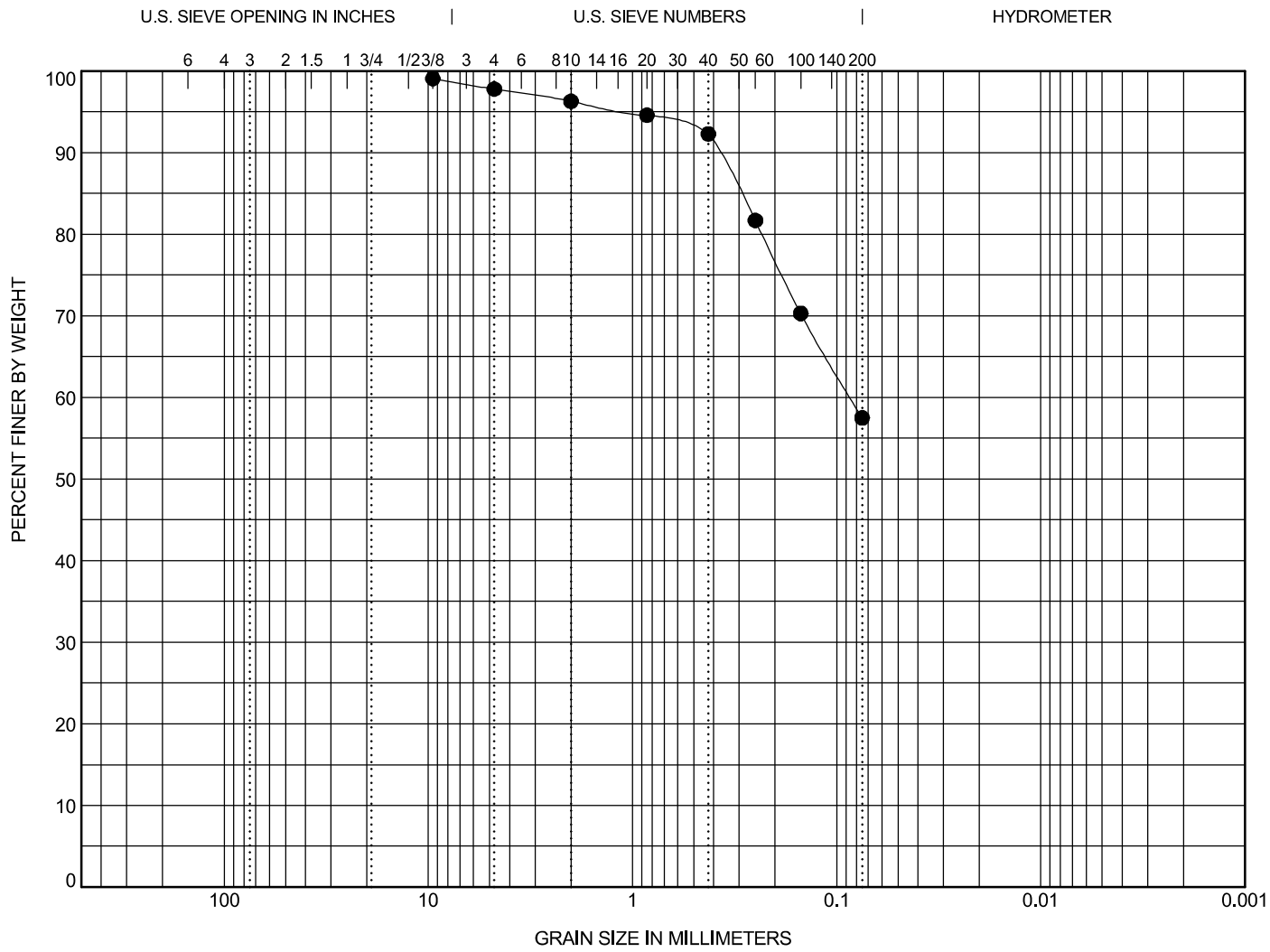
GRAIN SIZE DISTRIBUTION

Beyond Engineering & Testing, LLC
3801 Doris Lane, Suite B
Round Rock, TX 78664
Telephone: (512) 358-6048

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066

Sample ID: **B-2 at 6.0 ft.** Date: 01/05/2023

Test Method: **ASTM D6913**



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Classification	LL	PL	PI	Cc	Cu

D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay
9.5				**1.3**	**40.3**	**57.5**	

HuaMiao Cao, P.E., 01/05/2023
Analysis & Quality Review/Date

Specimens prepared by: T.Z.

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SUMMARY OF LABORATORY RESULTS

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: Parkhill
PROJECT: Veterans Airpark Lane Culvert- City of Midland
LOCATION: Midland, Texas
NUMBER: GT2212066

Location	Depth (ft)	USCS	Water Content (%)	Dry Unit Weight (pcf)	< No. 200	LL	PL	PI	Compressive Strength (tsf)	Strain at Failure (%)	Confining Pressure (psi)	Chlorides (%/weight)	Sulfates (%/weight)	pH	Minimum Resistivity (ohm-cm)
B-1	0.0		7												
B-1	4.0		6		56										
B-1	6.0		19		68										
B-1	19.0		17										0.0632		
B-1	24.0		11		46										
B-1	39.0	SC	18		39	35	16	19							
B-1	49.0		18		44										
B-1	54.0		41		41										
B-1	63.5		18		53										
B-2	0.0		11												
B-2	6.0		14		58										
B-2	8.0		26		54										
B-2	20.0		17										0.0914		
B-2	30.0		19		39										
B-2	34.0		10		47										
B-2	44.0	CL	18		54	36	16	20							
B-2	57.0		2	150					840.82						

ND Not Detected; **D** Diluted;
*Denotes Total Unit Weight

SECTION 00 41 00 - BID FORM



The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Marcie Bentley-German, City Secretary
City of Midland
300 North Loraine Street
Midland, Texas 79701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 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. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids – Base Bid Option

A. Bidder will perform the following Work at the indicated unit prices:

BASE BID - BRIDGE OPTION						
Item No.	**TxDOT Item No.**	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Amount**
ROADWAY ITEMS						
1	100	PREPARING RIGHT OF WAY	STA	28	$ 4,000.00	$ 112,000.00
2	100	PREPARING RIGHT OF WAY (TREE) (12" TO 24" DIA)	EA	5	$ 2,000.00	$ 10,000.00

3	104	REMOVING CONC (RIPRAP)	SY	427	$ 32.00	$13,664.00
4	104	REMOVING CONC (CURB AND GUTTER)	LF	303	$ 36.00	$ 10,908.00
5	105	REMOVING STAB BASE AND ASPH PAV (2" -6")	SY	6,373	$ 11.00	$ 70,103.00
6	110	EXCAVATION (ROADWAY)	CY	1,250	$ 14.00	$17,500.00
7	132	EMBANKMENT (FINAL) (DENSITY CONTROL) (TY A)	CY	505	$ 23.00	$ 11,615.00
8	164	BROADCAST SEED (PERM URBAN SAND)	AC	1.9	$ 1,500.00	$ 2,850.00
9	168	VEGETATIVE WATERING	TGL	276	$ 100.00	$ 27,600.00
10	247	FL BS (CMP IN PLC) (TY A, GR 1-2) (8")	SY	10,373	$ 30.00	$ 311,190.00
11	292	TACK COAT	GAL	1,033	$ 6.00	$ 6,198.00
12	310	PRIME COAT (MC-30)	GAL	2,150	$ 5.00	$ 10,750.00
13	340	DENSE-GRADED HMA (SQ) TY-C SAC-B PG64-22 (2.5")	TON	1,484	$ 175.00	$ 259,700.00
14	340	DENSE-GRADED HMA (SQ) TY-D SAC-B PG70-22 (2")	TON	1,243	$ 185.00	$ 229,955.00
15	360	CONC PVMT (JOINTED - CPCD) (6")	SY	1,602	$ 100.00	$ 160,200.00
16	479	ADJUSTING MANHOLES (SANITARY)	EA	2	$ 2,800.00	$ 5,600.00
17	479	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	3	$ 2,800.00	$ 8,400.00
18	496	REMOVE EXISTING STRUCTURE (PIPES)	LF	500	$ 35.00	$ 17,500.00
19	496	REMOVE EXISTING STRUCTURE (LIGHT POLE)	EA	4	$3,500.00	$14,000.00
20	496	REMOVE EXISTING STRUCTURE (FOUNDATION)	EA	1	$ 2,500.00	$2,500.00
21	496	REMOVE EXISTING STRUCTURE (GATE OPERATOR/ FOUNDATION)	EA	3	$ 2,500.00	$ 7,500.00
22	496	REMOVE EXISTING STRUCTURE (BOLLARD/KEYPAD PEDESTAL)	EA	2	$ 5,500.00	$ 11,000.00
23	496	REMOVE EXISTING STRUCTURE (TY III BARRICADE)	EA	4	$ 1,000.00	$ 4,000.00
24	496	REMOVE EXISTING STRUCTURE (COLUMN)	EA	1	$ 3,500.00	$ 3,500.00
25	502	BARRICADES, SIGNS, AND TRAFFIC CONTROL	MO	16	$ 7,500.00	$ 120,000.00

26	506	EROSION/SEDIMENT CONTROL	MO	16	$7,500.00	$ 120,000.00
27	508	CONSTRUCTING DETOURS	SY	860	$ 75.00	$64,500.00
28	529	CONC CURB AND GUTTER (TY A)	LF	611	$ 78.00	$ 47,658.00
29	529	CONC CURB AND GUTTER (TY D)	LF	200	$ 78.00	$15,600.00
30	529	CONC CURB (MOW STRIP) (4")	LF	860	$ 40.00	$ 34,400.00
31	529	CONC FILLET	SY	303	$ 185.00	$56,055.00
32	531	CONC SIDEWALKS (5")	SY	200	$ 315.00	$63,000.00
33	531	CURB RAMP (CITY OF MIDLAND TY 12)(MOD)	SY	35	$ 500.00	$17,500.00
34	531	SIDEWALK CURB DRAIN (SCUPPER)	EA	1	$ 8,500.00	$ 8,500.00
35	550	CHAIN LINK FENCE (REMOVE)	LF	1,108	$ 20.00	$22,160.00
36	550	CHAIN LINK FENCE (PERMANENT) (8') (BARB TOP)	LF	857	$ 60.00	$51,420.00
37	550	CHAIN LINK FENCE (TEMPORARY)	LF	924	$ 25.00	$23,100.00
38	552	WIRE FENCE (REMOVE)	LF	85	$ 10.00	$850.00
39	644	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	7	$ 1,300.00	$ 9,100.00
40	644	REMOVE SM RD SGN&AM	EA	6	$ 500.00	$ 3,000.00
41	658	INSTALL DELINEATOR ASSEMBLY (PERM TY III BARRICADE)	EA	1	$ 4,500.00	$ 4,500.00
42	666	REFLECTIVE PAVEMENT MARKINGS TY I (W) (6") (BRK)	LF	160	$ 10.00	$ 1,600.00
43	666	REFLECTIVE PAVEMENT MARKINGS TY I (W) (8") (SLD)	LF	60	$ 14.00	$ 840.00
44	666	REFLECTIVE PAVEMENT MARKINGS TY I (W) (24") (SLD)	LF	70	$ 20.00	$ 1,400.00
45	666	REFLECTIVE PAVEMENT MARKINGS TY I (W) (ARROW)	EA	3	$ 300.00	$ 900.00
46	666	REFLECTIVE PAVEMENT MARKINGS TY I (W) (DBLARROW)	EA	1	$ 400.00	$400.00
47	666	REFLECTIVE PAVEMENT MARKINGS TY I (Y) (6")(BRK)	LF	60	$ 11.00	$ 660.00
48	666	REFLECTIVE PAVEMENT MARKINGS TY I (Y) (6") (SLD)	LF	250	$ 11.00	$ 2,750.00

49	666	REFLECTIVE PAVEMENT MARKINGS TY I (Y) (12") (SLD)	LF	850	$ 14.00	$ 11,900.00
50	666	PAVEMENT SEALER 6"	LF	470	$ 1.25	$587.50
51	666	PAVEMENT SEALER 8"	LF	910	$ 1.50	$ 1,365.00
52	666	PAVEMENT SEALER 24"	LF	70	$ 5.00	$ 350.00
53	666	PAVEMENT SEALER (ARROW)	EA	3	$ 70.00	$210.00
54	666	PAVEMENT SEALER (DBL ARROW)	EA	1	$ 100.00	$ 100.00
55	677	ELIMINATE EXISTING PAVEMENT MARKINGS (4")	LF	775	$ 5.00	$3,875.00
				ROADWAY BID SUBTOTAL		**$** 2,016,513.50
		CHANNEL CROSSING ITEMS - BRIDGE				
56	400	CEMENT STABILIZED BACKFILL	CY	48	$ 400.00	$ 19,200.00
57	416	DRILL SHAFT (24IN)	LF	1,840	$ 300.00	$ 552,000.00
58	420	CL C CONC (ABUT) (HPC)	CY	38	$ 2,000.00	$ 76,000.00
59	420	CL C CONC (CAP) (HPC)	CY	71	$ 3,000.00	$213,000.00
60	420	CL C CONC (COL) (HPC)	CY	85	$ 1,200.00	$ 102,000.0
61	422	CL S CONC SLAB SPAN (HPC)	CY	372	$ 2,600.00	$967,200.00
62	422	APPROACH SLAB (HPC)	CY	155	$ 1,200.00	$ 186,000.00
63	427	OPAQUE SEALER FINISH	SF	24,724	$ 3.00	$ 74,172.00
64	432	RIPRAP (CONC) (5")	CY	831	$ 500.00	$ 415,500.00
65	450	RAIL (TY T223) (HPC)	LF	114	$ 235.00	$26,790.00
66	450	RAIL (TY T631)	LF	324	$ 175.00	$ 56,700.00
67	450	RAIL (TY C223)(HPC)	LF	126	$ 400.00	$ 50,400.00
68	450	RAIL (TY PR11)	LF	188	$ 300.00	$ 56,400.00
69	454	TYPE A JOINT	LF	131	$ 250.00	$ 32,750.00
70	540	METAL BEAM GUARD FENCE (STEEL POST)	LF	138	$ 60.00	$ 8,280.00
71	540	METAL BEAM GUARD FENCE TRANS (THRIE-BEAM)	EA	6	$ 2,700.00	$ 16,200.00
72	540	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	3	$ 2,500.00	$ 7,500.00
73	544	GUARDRAIL END TREATMENT (INSTALL)	EA	3	$ 6,000.00	$ 18,000.00
				CHANNEL CROSSING BID SUBTOTAL		**$** 2,878,092.00

CHANNEL WIDENING ITEMS						
74	110	EXCAVATION (CHANNEL)	CY	65,200	$ 10.00	$ 652,000.00
75	160	FURNISHING AND PLACING TOPSOIL (4")	SY	8,483	$ 2.00	$ 16,966.00
76	164	BROADCAST SEED (PERM_URBAN_SAND)	AC	20	$ 1,500.00	$ 30,000.00
77	168	VEGETATIVE WATERING	TGL	509	$ 100.00	$ 50,900.00
78	169	SOIL RETENTION BLANKET	SY	66,700	$ 3.75	$ 250,125.00
CHANNEL WIDENING BID SUBTOTAL						$ ~~991,991.00~~ JC $999,991.00
GATE AND ELECTRICAL ITEMS						
79	N/A	INSTALL PEDESTAL, KEYPAD AND APPURTENANCES	EA	3	$ 7,500.00	$ 22,500.00
80	N/A	INSTALL MOTORIZED VEHICLE GATE WITH NEW HYDRAULIC GATE OPERATOR	EA	3	$ 22,500.00	$ 67,500.00
81	N/A	INSTALL ELECTRICAL SERVICE RACK	EA	1	$ 30,000.00	$ 30,000.00
82	N/A	INSTALL ELECTRICAL SERVICE (FOR GATE OPERATOR) (NEW)	EA	2	$ 60,000.00	$ 120,000.00
83	N/A	INSTALL ELECTRICAL SERVICE (FOR GATE OPERATOR) (EXISTING)	EA	1	$ 40,000.00	$ 40,000.00
84	N/A	INSTALL LIGHT POLE ASSEMBLY (15' HEIGHT)	EA	4	$ 15,000.00	$ 60,000.00
85	N/A	INSTALL VEHICLE DETECTOR LOOP	EA	6	$ 1,500.00	$ 9,000.00
GATE AND ELECTRICAL BID SUBTOTAL						$ 349,000.00
WATER AND SEWER UTILITY ITEMS						
86	N/A	8" C900 WATER LINE	LF	500	$ 220.00	$ 110,000.00
87	N/A	6" C900 WATER LINE	LF	5	$ 2,500.00	$ 12,500.00
88	N/A	8" GATE VALVE	EA	3	$ 6,000.00	$ 18,000.00
89	N/A	6" GATE VALVE	EA	1	$ 5,000.00	$ 5,000.00
90	N/A	FIRE HYDRANT ASSEMBLY (5' BURY)	EA	1	$ 15,000.00	$ 15,000.00
91	N/A	DUCTILE IRON FITTINGS (ASTM C153 COMPACT FITTINGS)	TON	0.25	$ 20,000.00	$ 5,000.00
92	N/A	8" X 8" TAPPING SLEEVE & 8" TAPPING VALVE	EA	1	$ 10,000.00	$ 10,000.00
93	N/A	CASING INSTALLATION (8" WATER LINE)	LF	175	$ 300.00	$ 52,500.00
94	N/A	8" SANITARY SEWER LINE	LF	1,450	$ 230.00	$ 333,500.00
95	N/A	6" SANITARY SEWER LINE	LF	20	$ 410.00	$ 8,200.00

96	N/A	4' DIAMETER FIBERGLASS MANHOLE (NEW LINE)	EA	8	$ 25,000.00	$ 200,000.00
97	N/A	4' DIAMETER FIBERGLASS MANHOLE (CONNECT TO EXISTING SANITARY SEWER LINE)	EA	1	$ 55,000.00	$ 55,000.00
98	N/A	EXTRA VERTICAL FEET AT MANHOLES (BEYOND 6' HEIGHT)	VF	70	$ 550.00	$ 38,500.00
99	N/A	EXTERNAL DROP STRUCTURE TO CONNECT EXISTING SEPTIC LINE	EA	2	$ 15,000.00	$ 30,000.00
100	N/A	CASING INSTALLATION (8" SEWER LINE)	LF	165	$ 300.00	$ 49,500.00
101	N/A	TRENCH SAFETY (ABOVE 5' DEEP)	LF	1,470	$ 50.00	$73,500.00
102	N/A	TEMPORARY TRAFFIC CONTROL (SANITARY SEWER - "A" ST.)	LS	1	$ 20,000.00	$ 20,000.00
103	N/A	PAVEMENT PATCH (ASPHALT)	SY	30	$ 850.00	$ 25,500.00
104	N/A	REMOVE SEPTIC TANK AND DRAIN FIELD PER AUTHORITY HAVING JURISDICTION - BACKFILL AND COMPACT SOIL TO EXISTING GRADES	EA	2	$ 5,000.00	$ 10,000.00
105	N/A	AIR/VAC RELEASE VALVE & FITTINGS AND MANHOLE	EA	1	$ 45,000.00	$ 45,000.00
WATER AND SEWER UTILITY BID SUBTOTAL						$ 1,116,700.00
SUBTOTAL						$ 7,360,296.50
MOBILIZATION						$ 350,00.00
TOTAL OF ALL UNIT PRICE BID ITEMS (BASE BID)						$ 7,710,296.50

3.02 Unit Price Bids – Culvert Alternate Option.

A. Bidder will perform the following Work at the indicated unit prices:

CULVERT ALTERNATE						
Item No.	**TxDOT Item No.**	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Amount**
ROADWAY ITEMS						
1	100	PREPARING RIGHT OF WAY	STA	28	$ 4,000.00	$112,000.00
2	100	PREPARING RIGHT OF WAY (TREE)(12" TO 24" DIA)	EA	5	$ 2,000.00	$ 10,000.00
3	104	REMOVING CONC (RIPRAP)	SY	427	$ 32.00	$ 13,664.00

4	104	REMOVING CONC (CURB AND GUTTER)	LF	303	$ 36.00	$ 10,908.00
5	105	REMOVING STAB BASE AND ASPH PAV (2"-6")	SY	6,373	$ 11.00	$ 70,103.00
6	110	EXCAVATION (ROADWAY)	CY	1,250	$ 14.00	$ 17,500.00
7	132	EMBANKMENT (FINAL)(DENSITY CONTROL)(TY A)	CY	875	$ 23.00	$ 20,125.00
8	164	BROADCAST SEED (PERM URBAN SAND)	AC	1.9	$1,500.00	$ 2,850.00
9	168	VEGETATIVE WATERING	TGL	276	$ 100.00	$ 27,600.00
10	247	FL BS (CMP IN PLC)(TY A, GR 1-2)(8")	SY	11,875	$ 30.00	$356,250.00
11	292	TACK COAT	GAL	1,188	$ 6.00	$ 7,128.00
12	310	PRIME COAT (MC-30)	GAL	2,375	$ 5.00	$ 11,875.00
13	340	DENSE-GRADED HMA (SQ) TY-C SAC-B PG64-22 (2.5")	TON	1,646	$ 175.00	$ 288,050.00
14	340	DENSE-GRADED HMA (SQ) TY-D SAC-B PG70-22 (2")	TON	1,696	$ 185.00	$313,760.00
15	360	CONC PVMT (JOINTED - CPCD)(6")	SY	1,579	$ 80.00	$126,320.00
16	479	ADJUSTING MANHOLES (SANITARY)	EA	2	$ 2,800.00	$ 5,600.00
17	479	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	3	$ 2,800.00	$ 8,400.00
18	496	REMOVE EXISTING STRUCTURE (PIPES)	LF	494	$ 35.00	$17,290.00
19	496	REMOVE EXISTING STRUCTURE (LIGHT POLE)	EA	4	$ 3,500.00	$ 14,000.00
20	496	REMOVE EXISTING STRUCTURE (FOUNDATION)	EA	1	$ 2,500.00	$ 2,500.00
21	496	REMOVE EXISTING STRUCTURE (GATE OPERATOR/FOUNDATION)	EA	3	$ 2,500.00	$ 7,500.00
22	496	REMOVE EXISTING STRUCTURE (BOLLARD/KEY PAD PEDESTAL)	EA	2	$ 5,500.00	$ 11,000.00
23	496	REMOVE EXISTING STRUCTURE (TY III BARRICADE)	EA	4	$ 1,000.00	$ 4,000.00
24		REMOVE EXISTING STRUCTURE (COLUMN)	EA	1	$ 3,500.00	$ 3,500.00

25	502	BARRICADES, SIGNS AND TRAFFIC CONTROL	MO	16	$7,500.00	$120,000.00
26	506	EROSION/SEDIMENT CONTROL	MO	16	$ 7,500.00	$120,000.00
27	508	CONSTRUCTING DETOURS	SY	860	$ 75.00	$ 64,500.00
28	529	CONC CURB & GUTTER (TY A)	LF	611	$ 78.00	$ 47,658.00
29	529	CONC CURB & GUTTER (TY D)	LF	200	$ 78.00	$ 15,600.00
30	529	CONC CURB (MOW STRIP)(4")	LF	860	$ 40.00	$ 34,400.00
31		CONC FILLET	SY	303	$ 185.00	$ 56,055.00
32	531	CONC SIDEWALKS (5")	SY	200	$ 315.00	$ 63,000.00
33	531	CURB RAMP (CITY OF MIDLAND TY 12)(MOD)	SY	35	$ 500.00	$ 17,500.00
34	531	SIDEWALK CURB DRAIN (SCUPPER)	EA	2	$ 8,500.00	$ 17,000.00
35	550	CHAIN LINK FENCE (REMOVE)	LF	333	$ 20.00	$ 6,660.00
36	550	CHAIN LINK FENCE (PERMANENT)(8')(BAR B TOP)	LF	857	$ 60.00	$ 51,420.00
37	550	CHAIN LINK FENCE (TEMPORARY)	LF	924	$ 25.00	$ 23,100.00
38	552	WIRE FENCE (REMOVE)	LF	85	$ 10.00	$ 850.00
39	644	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	7	$ 1,300.00	$ 9,100.00
40	644	REMOVE SM RD SGN&AM	EA	6	$ 500.00	$ 3,000.00
41	658	INSTALL DELINEATOR ASSEMBLY (PERM TY III BARRICADE)	EA	1	$ 4,500.00	$ 4,500.00
42	666	REFLECTIVE PAVEMENT MARKINGS TY I (W)(6")(BRK)	LF	160	$ 10.00	$ 1,600.00
43	666	REFLECTIVE PAVEMENT MARKINGS TY I (W)(8")(SLD)	LF	60	$ 14.00	$ 840.00
44	666	REFLECTIVE PAVEMENT MARKINGS TY I (W)(24")(SLD)	LF	70	$ 20.00	$ 1,400.00
45	666	REFLECTIVE PAVEMENT MARKINGS TY I (W)(ARROW)	EA	3	$ 300.00	$ 900.00

46	666	REFLECTIVE PAVEMENT MARKINGS TY I (W)(DBLARROW)	EA	1	$ 400.00	$ 400.00
47	666	REFLECTIVE PAVEMENT MARKINGS TY I (Y)(6")(BRK)	LF	60	$ 11.00	$ 660.00
48	666	REFLECTIVE PAVEMENT MARKINGS TY I (Y)(6")(SLD)	LF	250	$ 11.00	$ 2,750.00
49	666	REFLECTIVE PAVEMENT MARKINGS TY I (Y)(12")(SLD)	LF	850	$ 14.00	$ 11,900.00
50	666	PAVEMENT SEALER 6"	LF	470	$ 1.25	$587.50
51	666	PAVEMENT SEALER 8"	LF	910	$ 1.50	$1,365.00
52	666	PAVEMENT SEALER 24"	LF	70	$ 5.00	$350.00
53	666	PAVEMENT SEALER (ARROW)	EA	2	$ 75.00	$150.00
54	666	PAVEMENT SEALER (DBL ARROW)	EA	1	$ 100.00	$ 100.00
55	677	ELIMINATE EXISTING PAVEMENT MARKINGS (4")	LF	775	$ 5.00	$ 3,875.00
ROADWAY BID SUBTOTAL (CULVERT ALTERNATE)					$ 2,143,143.50	
CHANNEL CROSSING ITEMS - BOX CULVERT						
56	402	TRENCH EXCAVATION PROTECTION	LF	105	$ 200.00	$ 21,000.00
57	432	RIPRAP (CONC)(5')	CY	847	$ 500.00	$423,500.00
58	450	RAIL (TY T223) (W/RAC)	LF	302	$ 400.00	$120,800.00
59	450	RAIL (TY T631)	LF	285	$ 175.00	$ 49,875.00
60	462	CONC BOX CULV (10 FT X 7 FT)	LF	320	$ 1,875.00	$ 600,000.00
61	462	CONC BOX CULV (10 FT X 8 FT)	LF	555	$ 1,850.00	$1,026,750.00
62	466	WINGWALL (PW-1) (HW=9FT)	EA	2	$ 36,000.00	$ 72,000.00
63	466	WINGWALL (PW-1) (HW=11FT)	EA	2	$ 55,000.00	$110,000.00
64	540	METAL BEAM GUARD FENCE (STEEL POST)	LF	150	$ 45.00	$ 6,750.00
65	540	METAL BEAM GUARD FENCE TRANS (THRIE-BEAM)	EA	8	$ 2,500.00	$20,000.00
66	540	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	5	$ 2,000.00	$ 10,000.00

67	544	GUARDRAIL END TREATMENT	EA	3	$ 5,500.00	$ 16,500.00
CHANNEL CROSSING BID SUBTOTAL (CULVERT ALTERNATE)					$ 2,477,175.00	
CHANNEL WIDENING ITEMS						
68	110	EXCAVATION (CHANNEL)	CY	64,575	$ 10.00	$ 645,750.00
69	160	FURNISHING AND PLACING TOPSOIL (4")	SY	8,483	$ 2.00	$ 16,966.00
70	164	BROADCAST SEED (PERM_URBAN_SAND)	AC	20	$ 1,500.00	$ 30,000.00
71	168	VEGETATIVE WATERING	TGL	509	$ 100.00	$ 50,900.00
72	169	SOIL RETENTION BLANKET	SY	66,700	$ 3.75	$ 250,125.00
CHANNEL WIDENING BID SUBTOTAL (CULVERT ALTERNATE)					$ 993,741.00	
GATE & ELECTRICAL ITEMS						
73	N/A	INSTALL PEDESTAL, KEY PAD AND APPURTENANCES	EA	3	$ 7,500.00	$ 22,500.00
74	N/A	INSTALL MOTORIZED VEHICLE GATE WITH NEW HYDRAULIC GATE OPERATOR	EA	3	$ 22,500.00	$ 67,500.00
75	N/A	INSTALL ELECTRICAL SERVICE RACK	EA	1	$ 30,000.00	$ 30,000.00
76	N/A	INSTALL ELECTRICAL SERVICE (FOR GATE OPERATOR)(NEW)	EA	2	$ 60,000.00	$ 120,000.00
77	N/A	INSTALL ELECTRICAL SERVICE (FOR GATE OPERATOR)(EXISTING)	EA	1	$ 40,000.00	$ 40,000.00
78	N/A	INSTALL LIGHT POLE ASSEMBLY (15' HEIGHT)	EA	4	$ 15,000.00	$ 60,000.00
79	N/A	INSTALL VEHICLE DETECTOR LOOP	EA	6	$ 1,500.00	$ 9,000.00
GATE & ELECTRICAL BID SUBTOTAL (CULVERT ALTERNATE)					$ 349,000.00	
WATER & SEWER UTILITY ITEMS						
80	N/A	8" C900 WATER LINE	LF	500	$ 220.00	$ 110,000.00
81	N/A	6" C900 WATER LINE	LF	5	$ 2,500.00	$ 12,500.00
82	N/A	8" GATE VALVE	EA	3	$ 6,000.00	$ 18,000.00
83	N/A	6" GATE VALVE	EA	1	$ 5,000.00	$ 5,000.00
84	N/A	FIRE HYDRANT ASSEMBLY (5' BURY)	EA	1	$ 15,000.00	$ 15,000.00
85	N/A	DUCTILE IRON FITTINGS (ASTM C153 COMPACT FITTINGS)	TON	0.25	$ 20,000.00	$ 5,000.00

86	N/A	8" X 8" TAPPING SLEEVE & 8" TAPPING VALVE	EA	1	$ 10,000.00	$ 10,000.00
87	N/A	CASING INSTALLATION (8" WATER LINE)	LF	175	$ 300.00	$ 52,500.00
88	N/A	8" SANITARY SEWER LINE	LF	1,450	$ 230.00	$ 333,500.00
89	N/A	6" SANITARY SEWER LINE	LF	20	$ 410.00	$ 8,200.00
90	N/A	4' DIAMETER FIBERGLASS MANHOLE (NEW LINE)	EA	8	$ 25,000.00	$ 200,000.00
91	N/A	4' DIAMETER FIBERGLASS MANHOLE (CONNECT TO EXISTING SANITARY SEWER LINE)	EA	1	$ 55,000.00	$ 55,000.00
92	N/A	EXTRA VERTICAL FEET AT MANHOLES (BEYOND 6' HEIGHT)	VF	70	$ 550.00	$ 38,500.00
93	N/A	EXTERNAL DROP STRUCTURE TO CONNECT EXISTING SEPTIC LINE	EA	2	$ 15,000.00	$ 30,000.00
94	N/A	CASING INSTALLATION (8" SEWER LINE)	LF	165	$ 300.00	$ 49,500.00
95	N/A	TRENCH SAFETY (ABOVE 5' DEEP)	LF	1,470	$ 50.00	$ 73,500.00
96	N/A	TEMPORARY TRAFFIC CONTROL (SANITARY SEWER - "A" ST.)	LS	1	$ 20,000.00	$ 20,000.00
97	N/A	PAVEMENT PATCH (ASPHALT)	SY	30	$ 850.00	$ 25,500.00
98	N/A	REMOVE SEPTIC TANK AND DRAIN FIELD PER AUTHORITY HAVING JURISDICTION - BACKFILL AND COMPACT SOIL TO EXISTING GRADES	EA	2	$ 5,000.00	$ 10,000.00

99	N/A	AIR/VAC RELEASE VALVE & FITTINGS AND MANHOLE	EA	1	$ 45,000.00	$ 45,000.00
WATER AND SEWER UTILITY BID SUBTOTAL (CULVERT ALTERNATE)					$ 1,116,700.00	
SUBTOTAL					$ 7,079,759.50	
MOBILIZATION					$ 350,000.00	
TOTAL OF ALL UNIT PRICE BID ITEMS (CULVERT ALTERNATE)					$ 7,429,759.50	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. Owner reserves right to award Contract to low Bidder of Base Bid OR Culvert Alternate.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance within **320 Working Days**.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PE RIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
ONE	02/24/2026
TWO	03/05/2026
THREE	03/13/2026
FOUR	03/17/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions, or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

FNF Construction, Inc.
[typed or printed name of organization]

By: _____
[individual's signature]

Name: Jason Creach
[typed or printed]

Title: Vice President
[typed or printed]

Date: 03/26/2026
[typed or printed]

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
[individual's signature]

Name: Robert W. Bottcher
[typed or printed]

Title: President
[typed or printed]

Date: 03/26/2026
[typed or printed]

Address for Giving Notices:
115 S. 48th Street
Tempe, AZ 85281

Bidder's Contact:

Name: Jason Creach
[typed or printed]

Title: Vice President
[typed or printed]

Phone: (480) 784-2910

Email: jcreach@fnfinc.com

Address:
115 S. 48th Street
Tempe, AZ 85281

Bidder's Contractor License No.: (if applicable) N/A Texas does not have a contractor license requirement

FNF CONSTRUCTION, INC.
115 SOUTH 48TH STREET • TEMPE, ARIZONA 85281

Midland Airpark Entry Road Enhancements

Subcontractor List

Name	Type of Work
HJC FARMS	BRIDGE RAILING/ GUARDRAIL/SIGNAGE
TEXAS ENVIROMENTAL	ERROSION CONTROL ITEMS/ SEEDING
PATRIOT FENCING	FENCING/GATES
A-CORE	DECK GROOVING
A-BROTHER	AC MILLING/REMOVAL
TORO BRAVO	REBAR TYING
ACT	SAWCUTTING
HODGES AND SON	DRILLED SHAFTS
PMI	PAVEMENT MARKINGS

Supplier List

Name	Type of Work
CSA MATERIALS	FLEX BASE/ASPHALT
QUIKRETE	CONCRETE
BENMARK	PIPE SUPPLIES
CMC	REBAR SUPPLIER

SECTION 00 45 13 - QUALIFICATION STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	FNF Construction, Inc.		
Corporate Office	FNF Construction, Inc. Tempe, AZ		
Name:	Jason Creach	Phone number:	(480) 784-2910
Title:	Vice President	Email address:	jcreach@fnfinc.com
Business address of corporate office:	115 S. 48th Street Tempe, AZ 85281		
Local Office	FNF Construction, Inc.		
Name:	Tom Kennedy	Phone number:	432-955-6062
Title:	Vice President	Email address:	tomk@fnfinc.com
Business address of local office:	222 S. Main Street Seminole, TX 79360;		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	02/06/1984	State in which Business was formed:	AZ
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	Infrastructure Holdings Corporation	Affiliation:	Owner
Address:	115 S. 48th Street Tempe, AZ 85281		
Name of business:	see attached subsidiaries	Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Robert W. Bottcher	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Garey P. Bryant	Title:	Secretary/Treasurer/CFO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Jason Creach	Title:	Vice President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☒ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Josh Shorley

Safety Certifications

Certification Name	Issuing Agency	Expiration
Certified Safety Professional	Board of Certified Safety Professionals	06/30/2029

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
FNF Construction,Inc.	.82	1.23	2,107,146	.70	1.39	1,869,070	.67	2.25	1,424,919

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	PricewaterhouseCoopers LLP	
Business address:	545 NW 26th Street, Suite 800, Miami, Florida 33127	
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:	12/31/2025	☒ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		2.68
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		2.42

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers Casualty and Surety Company of America/Federal Insurance Company/ Liberty Mutual Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:		CT/NJ/MA	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	1 Tower Square, Hartford, CT 06183/202B Hall's Mill Road Whitehouse, NH 08889 175 Berkeley Street Boston, MA 02116/		
Physical Address (principal place of business):	1 Tower Square, Hartford, CT 06183/202B Hall's Mill Road Whitehouse, NH 08889 175 Berkeley Street Boston, MA 02116/		
Phone (main):	800-421-3880/908-903-3493/ (888) 844-2663	Phone (claims):	800-421-3880/908-903-3493/ (888) 844-2663

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
ACE American Insurance Company		COMMERCIAL GENERAL LIABILITY	
		AUTOMOBILE LIABILITY	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	Producer: MARSH USA, LLC.		
	TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400		
	ATLANTA, GA 30326		
Physical Address (principal place of business):			
	TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400		
	ATLANTA, GA 30326		
Phone (main):	(312) 627-6219	Phone (claims):	(312) 627-6219

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	767
Estimate of revenue for the current year:	$475,030,000
Estimate of revenue for the previous year:	$556,538,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 42 years				
As a general contractor: 42 years		As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

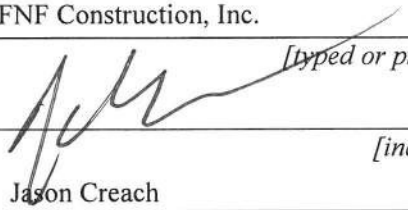
G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: FNF Construction, Inc.
[typed or printed name of organization]

By: 
[individual's signature]

Name: Jason Creach
[typed or printed]

Title: Vice President
[typed or printed]

Date: 03/26/2026
[date signed]

[If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest: 
[individual's signature]

Name: Robert W. Bottcher
[typed or printed]

Title: President
[typed or printed]

Address for giving notices:
115 S. 48th Street
Tempe, AZ 85281

Designated Representative:

Name: Jason Creach
[typed or printed]

Title: Vice President
[typed or printed]

Address:
115 S. 48th Street
Tempe, AZ 85281

Phone: (480) 784-2910
Email: jcreach@fnfinc.com

SCHEDULE A—CURRENT PROJECTS

Name of Organization	FNF Construction, Inc.				
Project Owner	Texas Department of Transportation		Project Name	US 87 New Highway Hartley Co	
General Description of Project	New Highway Construction				
Project Cost	$99,678,127.35		Date Project	Contract Date October 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Greg Williams	N/A	Josh Shorley	Shane Davis	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Wes Kimmell	DOC	TXDOT	806-356-3200	wes.kimmell@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

Project Owner	Texas Department of Transportation		Project Name	IH 20 Toyah Roadway Rehab Reeves	
General Description of Project	Roadway Rehabilitation				
Project Cost	$31,497,131.45		Date Project	Contract Date: 12/04/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Richards	N/A	Josh Shorely	Shane Davis	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Nestor Mendoza	AE	TXDOT	432-498-4697	nestor.mendoza1@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

Project Owner	Texas Department of Transportation		Project Name	IH 20 Pecos Roadway Rehab Reeves	
General Description of Project	Roadway Rehabilitation				
Project Cost	$27,943,634.65		Date Project	Contract Date: 01/30/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Richards	N/A	Josh Shorely	Shane Davis	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Nestor Mendoza	AE	TXDOT	432-498-4697	nestor.mendoza1@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

SCHEDULE B—PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

Name of Organization	FNF Construction, Inc.				
Project Owner	Texas Department of Transportation		Project Name	IH-20 Stanton Roadway Rehabilitation Martin County	
General Description of Project	Roadway Rehabilitation				
Project Cost	$30,634,104.40		Date Project	Completed December 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jason Ruskey	N/A	N/A	Shane Davis	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Fred Herrera	Project Manager	TXDOT	(432) 694-2195	fred.herrera@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

Project Owner	Texas Department of Transportation		Project Name	IH 20 Mill and Inlay Midland County	
General Description of Project	Mill & Inlay				
Project Cost	$1,066,555.25		Date Project	Completed April 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Dillon Craik	N/A	Diego Rojo	Shane Davis	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Fred Herrera	Project Manager	TXDOT	(432) 694-2195	fred.herrera@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

Project Owner	Texas Department of Transportation		Project Name	IH20 Cotton Flat TI	
General Description of Project	New Bridge TI				
Project Cost	$68,497,620.00		Date Project	Completed December 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jason Ruskey	N/A	Josh Shorley	Shane Davis	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sawyer Benavidez	AE	TXDOT	432-498-4697	sawyer.benavidez@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

SCHEDULE B—PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

Name of Organization	FNF Construction, Inc.			
Project Owner	Texas Department of Transportation	Project Name	SH 115 Andrews	
General Description of Project	New Bridge TI			
Project Cost	$39,779,475.00	Date Project	Completed December 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Greg Williams	N/A	Josh Shorley	Shane Davis

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Sawyer Benavidez	AE	TXDOT	432-498-4697	sawyer.benavidez@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

Project Owner	Texas Department of Transportation	Project Name	IH 10 Coyanosa	
General Description of Project	Rehabilitation			
Project Cost	$12,743,573.00	Date Project	Completed January 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Keith Richards	N/A	Josh Shorley	Shane Davis

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Nestor Mendoza	AE	TXDOT	432-498-4697	nestor.mendoza1@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

Project Owner	Texas Department of Transportation	Project Name	SH 302 Super 2 Mentone	
General Description of Project	Rehabilitation			
Project Cost	$37,955,872.00	Date Project	Completed November 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Keith Richards	N/A	Josh Shorley	Shane Davis

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Saul Romero	AE	TXDOT	432-498-4697	saul.romero@txdot.gov
Designer	N/A	N/A	N/A	N/A	N/A
Construction Manager	N/A	N/A	N/A	N/A	N/A

SCHEDULE C—KEY INDIVIDUALS

Project Manager			
Name of individual		Keith Richards	
Years of experience as project manager		4 years	
Years of experience with this organization		8 years	
Number of similar projects as project manager		7 projects	
Number of similar projects in other positions		4 projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
US 285		25%	March 2026
Pecos		25%	May 2026
Toyah		25%	May 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Greg Williams	Name	Tom Kennedy
Title/Position	Project Manager	Title/Position	VP-Texas Operations
Organization	FNF Construction	Organization	FNF Construction, Inc.
Telephone	(480) 290-0383	Telephone	512-470-7970
Email	gwilliams@fnfinc.com	Email	tomk@fnfinc.com
Project	Various	Project	Various
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		N/A	
Years of experience as project superintendent		N/A	
Years of experience with this organization		N/A	
Number of similar projects as project superintendent		N/A	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
N/A		N/A	N/A
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	N/A	Name	N/A
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Michael Pavey	
Years of experience as project manager		5 years	
Years of experience with this organization		1 year	
Number of similar projects as project manager		20+	
Number of similar projects in other positions		20+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Various Texas Projects		100%	N/A
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eric Esquive	Name	Stephen Lambert
Title/Position	Safety Director	Title/Position	CEO Owner
Organization	Apache Corp	Organization	OPREX
Telephone	432-638-9082	Telephone	806-535-4642
Email	N/A	Email	N/A
Project	Sundown/Denver City	Project	Various
Candidate's role on project	Safety Specialist	Candidate's role on project	Safety Coordinator

Quality Control Manager			
Name of individual		Shane Davis	
Years of experience as project superintendent		19 years	
Years of experience with this organization		16 years	
Number of similar projects as project superintendent		55+ projects	
Number of similar projects in other positions		27 projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Various Texas Projects		100%	N/A
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Tom Kennedy	Name	Greg Williams
Title/Position	Vice President	Title/Position	Project Manager
Organization	FNF Construction	Organization	FNF Construction
Telephone	512-470-7970	Telephone	(480) 290-0383
Email	tomk@fnfinc.com	Email	gwilliams@fnfinc.com
Project	Various	Project	Various
Candidate's role on project	Quality Control Manager	Candidate's role on project	Quality Control Manage

Texas Department of Transportation

125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

March 12, 2026

FNF CONSTRUCTION, INC.
115 S. 48TH STREET
TEMPE AZ, 85281

RE: TxDOT Vendor Number 07904

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2026.

Your bidding capacity has been set at $5,007,240,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams

Greg Williams
Director, Letting Management Section
Construction Division

Additional attachment to 1.03

Subsidiaries of FNF Construction, Inc.	Subsidiaries of FNF Construction, Inc.	Subsidiaries of FNF Construction, Inc.
FNF New Mexico, LLC *FNF New Mexico, LLC is 100% owned by FNF Construction, Inc.*	**Bakken Aggregates, LLC** *Bakken Aggregates, LLC is 100% owned by FNF Construction, Inc.*	**Florence 80, LLC** **Thornton 40, LLC** **Three Way 28, LLC** **CJ 320, LLC** *Real estate LLC's to hold certain pit properties. 100% owned by FNF*

TRAVELERS

1 North Dale Mabry Highway
Tampa, FL 33609
jack.preston@travelers.com
(813) 357-6245

CHUBB

11575 Great Oaks Way
Suite 200
Alpharetta, GA 30022
matthew.pierce@chubb.com
(678) 795-4105

Liberty Mutual SURETY

8044 Montgomery Road
Suite 150E
Cincinnati, OH 45236
sarah.keith@libertymutual.com
(513) 792-1875

February 25, 2026

Re: FNF Construction, Inc.

Dear Sir/Madam:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")[1], Federal Insurance Company and Ace American Insurance Company ("Chubb")[2], and Liberty Mutual Insurance Company ("Liberty")[3] to provide surety bonds for FNF Construction, Inc.. We maintain a strong surety relationship with MasTec, Inc. and its subsidiaries and have provided bid, performance and payment bonds for a wide variety of owners. They currently have single bond capacity of $500,000,000 with an aggregate program of $7,500,000,000.

At their request, we will give favorable consideration to providing required bonds. Please note that the decision to issue bid, performance and payment bonds is a matter between FNF Construction, Inc. and Travelers, Chubb, and Liberty and will be subject to our standard underwriting at the time of each bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute bonds.

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

Jack Preston
Managing Director Commercial Surety
Travelers Casualty and Surety Company of America

Matthew Pierce
Vice President
Federal Insurance Company and Ace American Insurance Company

Sarah Keith
Surety Executive Underwriter
Liberty Mutual Insurance Company

[1] Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XIV ($1.5 Billion to $2.0 Billion).
A.M. Best's rating of A+ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. For the latest rating, access www.ambest.com.
[2] Federal Insurance Company and Ace American Insurance Company are rated A++ (Superior) by A.M. Best Financial Size Category XV (Greater than or Equal to $2.0 Billion).
[3] Liberty Mutual Insurance Company is rated A (Excellent) by A.M. Best Financial Size Category XV (Greater than or Equal to $2.0 Billion).

Marsh

September 1st, 2025

FNF Construction, Inc
800 Douglas Road, 11th Floor
Coral Gables, Florida

Re: NCCI Experience Modification Letter (5 Years) - FNF Construction, Inc (a subsidiary of MasTec, Inc.)

To Whom It May Concern:

As the authorized Insurance Broker for FNF Construction, Inc a subsidiary of MasTec, Inc., Marsh US LLC. ("Marsh") verifies that FNF Construction, Inc's **current EMR for 9/15/25 to 9/15/26 is 0.82**. The following NCCI EMR Factors for the past four (4) years are:

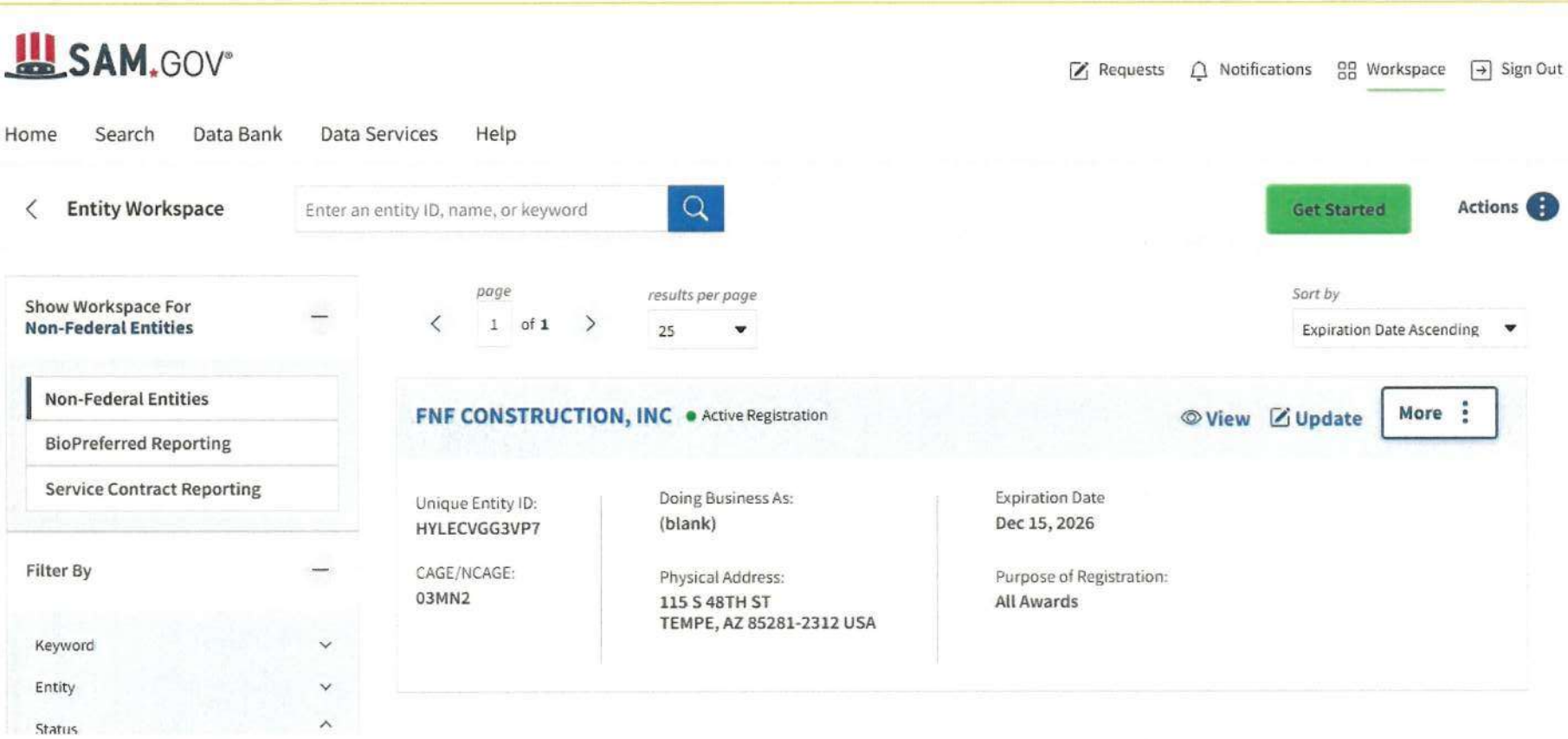
Year	Exp Mod
2024	.70
2023	.67
2022	.67
2021	.67

Sincerely,

Jackie Golden

Jackie Golden, Managing Director
Marsh USA, Inc.
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Mobile: 404 909 0479

A business of Marsh McLennan


SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Entity Workspace
Enter an entity ID, name, or keyword
Get Started
Actions
Show Workspace For
Non-Federal Entities
page
1 of 1
results per page
25
Sort by
Expiration Date Ascending
Non-Federal Entities
BioPreferred Reporting
Service Contract Reporting
FNF CONSTRUCTION, INC
Active Registration
View
Update
More
Unique Entity ID:
HYLECVGG3VP7
CAGE/NCAGE:
03MN2
Doing Business As:
(blank)
Physical Address:
115 S 48TH ST
TEMPE, AZ 85281-2312 USA
Expiration Date
Dec 15, 2026
Purpose of Registration:
All Awards
Filter By
Keyword
Entity
Status

DOCUMENT 00 54 10 - WEATHER TABLE
(MIDLAND, TX)

The number of calendar days indicated on the Bid Form – Document 00 41 00 is the contract time allowed to complete the project from Notice to Proceed to Substantial Completion, taking into account the normal weather occurrence as shown in the Table below. Weather occurrences exceeding those listed in the table will be taken into consideration when evaluating a request for extension in contract time.

MONTH	MEAN NUMBER DAYS PRECIPITATION (0.01" OR MORE)	NORMAL PRECIPITATION (WATER EQUIVALENT) (INCHES)	MEAN NUMBER DAYS SNOWFALL (INCLUDING ICE PELLETS/SLEET) (1.0" OR MORE)	AVERAGE NUMBER OF DAYS THAT MIN. TEMP IS < 40
JANUARY	3	0.30	0	27
FEBRUARY	4	0.43	0	20
MARCH	3	0.87	0	11
APRIL	2	0.60	0	3
MAY	5	1.21	0	0
JUNE	3	1.43	0	0
JULY	3	0.79	0	0
AUGUST	4	1.13	0	0
SEPTEMBER	4	1.36	0	0
OCTOBER	4	1.02	0	3
NOVEMBER	2	0.70	0	14
DECEMBER	2	0.24	0	21
ANNUALLY	40	10.07	0	99

This table is based on information from NOAA and measured at the Midland International Airport, Midland, Texas.

Means, normals and averages are based on records covering a period of 4 years from 2020-2024.

SECTION 00 73 43 – WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.1 WAGE RATE ESTABLISHMENT

A. Pursuant to Chapter 2258, Texas Government Code, all contractors and any subcontractor involved in the construction of a public work project shall pay not less than the prevailing rates as per diem wages in the locality at the time of construction to all laborers, workmen and mechanics employed by them in the execution of this contract.
B. The contractor shall forfeit as a penalty to the Owner, $60.00 for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this contract by him, or by any subcontractor under him.
C. Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any laborer, workman, or mechanic employed on the work.
D. Attention is called to the fact that there must be paid on this project not less than the general prevailing rates which have been established by the Owner, and verified by the Contractor as indicated in the Schedule at the end of this document.
E. The General Prevailing Rate for overtime shall be 1-1/2 times the scheduled rate on an hourly basis.

1.2 POSTING WAGE RATES

A. Minimum Wage Rates shall be posted on job site in a conspicuous place open for inspection by all workmen.

1.3 EMPLOYEE CLAIMS

A. Any employee who alleges that he has not been paid the minimum wage rate may file a written claim with the Owner.

1.4 PAYMENT OF EMPLOYEES AND PAYROLL RECORDS

A. The Contractor and each subcontractor shall pay each of his employees engaged to perform work under this contract in full (less mandatory legal deductions) not less than once a week.
B. Payment is to be in cash or check readily payable without discount. If payment is by cash, obtain the signature of the employee verifying the payroll period, total hours worked, rate per hour, total wages earned and the date received.
C. Attach one copy of cash payment verification to payroll records.
D. The Contractor and each subcontractor engaged at the site of the work shall prepare and maintain weekly payroll reports certified to be correct.
E. Payroll records shall contain the name, social security number, classification, rate per hour, hours worked each day, including regular hours and overtime hours.

1.5 PAYROLL RECORDS

A. Payroll records shall be made available upon request for inspection by the Architect or by a designated representative of the Owner to ascertain compliance with the minimum wage scale provision of this contract.

1.6 WAGE RATE SCHEDULE

A. As provided by Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

"General Decision Number: TX20250002 09/19/2025

Superseded General Decision Number: TX20240002

State: Texas

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

1 09/19/2025

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54 **	
Motor Grader, Rough	$ 16.15 **	
Motor Grader, Fine	$ 17.49 **	
Pavement Marking Machine	$ 16.42 **	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work covered by Contract Documents.
   2. Contractor use of site and premises.
   3. Work sequence.
   4. Owner occupancy.
   5. Permits.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Owner: City of Midland.
B. Identification: Midland Airpark Entry Road Enhancements.
C. Location: Midland, Texas.
D. Midland Airpark (MDD) Primary Entry Road will be reconstructed from airport facilities to 150 east of North A Street and Veteran's Airpark Lane intersection, including replacement of the low-water crossing at Jal Draw. A Secondary Entry Road and Hangar Access Road will also be constructed as shown in the plans.

   Scope of Work consists of construction of two (2) cast-in-place concrete slab span bridges or concrete box culverts alternate, approaches, concrete rip-rap, channel excavation and grading, rehabilitation of roadway approaches and airport entry roads with hot-mix asphalt pavement, flexible base, subgrade preparation, grading, and driveway construction. Additionally, the Project includes the construction of three (3) security gates with new hydraulic operators, sanitary sewer main, manholes, water main stub-out, lighting and electrical improvements, fencing, signage, pavement markings, and erosion control.

1.3 CONTRACTOR USE OF SITE AND PREMISES

E. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Work by others and Owner.
   3. Public access for ingress and egress.

F. Construction operations: Limited to areas noted on Drawings.
G. Time restrictions for performing Work:
   1. Work may commence between the hours of 7:00 AM and 6:00 PM, Monday through Friday, not including Saturdays, Sundays, or City of Midland designated holidays.
   2. Pre-identified adverse weather conditions/days.

H. Utility outages and shutdowns.
   1. Coordinate and schedule utility outages/shutdown.
   2. Schedule at least one week before outage/shutdown.
   3. Submit outage/shutdown request to Engineer itemizing dates, times, and durations of early requested outage/shutdown.

1.3 WORK SEQUENCE

A. Construct Work in phases to accommodate Owner requirements during construction. Coordinate construction schedule and operations with Engineer:
   1. Phase 1: Construct Utility, Electrical, Fence Work, and North Airfield pavement.
   2. Phase 2: Construct Channel Work, Secondary Entry Road and channel crossing, and Hangar Access Road.
   3. Phase 3: Construct Primary Entry Road and channel crossing, and North A Street/Veteran's Airpark Lane intersection Work.

1.4 OWNER OCCUPANCY

A. Owner will occupy premises during construction to conduct normal operations.
B. Cooperate with Owner to minimize conflict and facilitate Owner operations.

1.5 PERMITS

A. Furnish all necessary permits for construction of Work including:
   1. Stormwater permit.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Application for Payment.
   2. Change Procedures.
   3. Measurement and payment - unit prices.
   4. Alternates.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 APPLICATIONS FOR PAYMENT

A. Submit application on Engineer-provided/-approved Application for Payment.
B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
C. Payment Period: As defined in Owner-Contractor agreement.
D. Complete Application for Payment includes Construction progress schedule, and submittal schedule, all required to process Application for Payment.

1.3 CHANGE PROCEDURES

A. Submittals: Submit name of person authorized to receive change documents and responsible for informing others in Contractor's employ or subcontractors of changes to Work.
B. Carefully study and compare Contract Documents before proceeding with fabricating and installing Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
C. Requests for Information (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer. Establish procedures for handling queries and clarifications.
   1. Use Procore for requesting information.
   2. Engineer may respond with a direct answer on RFI form through Procore.
D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Time by issuing supplemental instructions through Procore.
E. Engineer may issue a change order through Procore, including a detailed description of proposed change with supplementary or revised Drawings and Specifications for executing change. Contractor will prepare and submit proposed change in Contractor Price and/or Time within 7 days.
F. Document requested substitutions per Section 01 25 00 "Substitution Procedures."
G. Stipulated Price Change Order: Based on Engineer-provided form and Contractor's fixed price quotation as recommended by Engineer and accepted by Owner and Contractor.
H. Unit Price Change Order: For Contract unit prices and quantities, Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units not predetermined, execute Work under Engineer-provided form as recommended by Engineer and accepted by Owner and Contractor.
I. Work Directive Change: Engineer may issue directive on Engineer-provided form signed by Owner, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order. Document will describe changes in Work and designate method of determining any change in Contract Price or Time. Promptly execute change.

J. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
K. Change Order Forms: Engineer provided and EJCDC C-941.
L. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
M. Correlation of Contractor Submittals:
    1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
    2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by change and resubmit.
    3. Promptly enter changes in Record Documents.

1.4 UNIT PRICES

A. Authority: Measurement methods delineated in Section 01 22 00 “Measurement and Payment.”
B. Take measurements and compute quantities. Engineer to verify.
C. Unit Quantities: Quantities and measurements indicated in Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in Work determine payment. When actual Work requires more or fewer quantities than those indicated, provide required quantities at contracted unit prices.
D. Payment Includes:
    1. Full compensation for required labor, products, tools, equipment, plant, transportation, services, and incidentals;
    2. Erection, application, or installation of Work item;
    3. Overhead and profit.
E. Final payment for Work governed by unit prices will be made based on actual measurements and quantities accepted by Engineer multiplied by unit price for Work incorporated in or made necessary by Work.

1.5 ALTERNATES

A. Owner will review and accept/reject. Alternates quoted on Bid Form. Accepted Alternates are identified in Owner-Contractor Agreement as accepted.
B. Coordinate related Work and modify surrounding Work as required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Procedures for measurement and payment.
   2. Mobilization demobilization.
   3. Unit price items.
   4. Bid Form-specific payment items.

B. Related Requirements:
   1. Section 00 41 00 “Bid Form.”
   2. Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

A. Unit price bid on each item as stated in Section 00 41 00 “Bid Form” includes furnishing all labor, superintendence, machinery, equipment, and materials, except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.

B. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in bid prices on various pay items.

C. Payment not made for any items not complete, including all associated incidental Work.

1.3 MOBILIZATION/DEMOBILIZATION

A. Payment made for mobilization and demobilization on lump sum basis.

B. Bid amount for mobilization and demobilization shall not exceed 5 percent of total Bid Price.

C. Work under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Work; establish all offices, buildings, and other facilities necessary for Work; and all other work and operations performed or costs incurred prior to beginning work on various items of Work.

D. Payment for mobilization and demobilization will be on a lump sum basis with partial payments as noted. The adjusted Contract Amount as used herein is defined as the total Contract amount less lump sum for mobilization and demobilization.
   1. First Application for Payment: 50 percent of lump sum.
   2. Second Application for Payment: 75 percent of the lump sum.
   3. When 10 percent of adjusted Contract amount is earned, 90 percent of mobilization and demobilization lump sum.
   4. Final Application for Payment: 100 percent of mobilization and demobilization lump sum.

1.4 UNIT PRICE ITEMS

A. Unit price items, not otherwise included herein, paid at a unit price per unit.

B. Payment will include all work and material for installing unit price item as specified.

C. Measurement made in units shown on Section 00 41 00 “Bid Form.”

1.5 GATE AND ELECTRICAL PAYMENT ITEMS

A. Gate:
   1. Install Pedestal, Keypad, and Appurtenances:
      a. Measurement: Each structure installed.
      b. Payment: For the locations shown on Drawings and included in the Bid Form. Payment per each structure for furnishing and installing pedestal, specified keypad, weather shroud, anchoring system, concrete foundation, concrete bollards (4), and associated electrical wiring/conduit.
   2. Install Motorized Vehicle Gate with Hydraulic Operator and Appurtenances:
      a. Measurement: Each operator installed.
      b. Payment: For the locations shown on the Drawings and included in the Bid Form. Payment per each structure for furnishing and installing gate frame and filler, gate track, vertical posts, diagonal bracing, mounting hardware, external sensors, hydraulic gate operator, concrete foundation, connectivity to gate operator, equipment, labor, tools, and system testing and acceptance.

B. Electrical:
   1. Install Electrical Service Rack:
      a. Measurement: Each service rack installed.
      b. Payment: For the location shown on the Drawings and included in the Bid Form. Payment for furnishing and installing new sub-panel (120/240V, 125A) as specified in the Drawings, vertical rack support system including concrete foundations, receptacles, electrical wiring/conduit, ground rod, pull-box, and connection to existing electrical vault panel.
   2. Install Electrical Service (For Gate Operator) (New):
      a. Measurement: Each Service Installed
      b. Payment: For the location shown on the Drawings and included in the Bid form. Payment for furnishing and installing new gate operator control panel as specified in the Drawings, vertical rack support system including concrete foundations, receptacles, electrical wiring/conduit, ground rod, pull-box(es), new service pole, and connection to existing electrical service.
   3. Install Electrical Service (For Gate Operator) (Existing):
      a. Measurement: Each Service Installed
      b. Payment: For the location shown on the Drawings and included in the Bid form. Payment for furnishing and installing new gate operator control panel as specified in the Drawings, vertical rack support system including concrete foundations, receptacles, electrical wiring/conduit, ground rod, pull-box(es), new breakers at existing power pole, and connection to existing electrical service.
   4. Install Light Pole Assembly (15-foot Height):
      a. Measurement: Each pole installed.
      b. Payment: For the location shown on the Drawings and included in the Bid Form. Payment for furnishing and installing luminaire, luminaire arm, brackets, pole, anchor bolt assembly, internal conductors and connections, conducting luminaire and system performance testing.

5. Install new Vehicle Detector Loop:
    a. Measurement: Each loop installed.
    b. Payment: For the locations shown on the Drawings and included in the Bid Form. Payment for furnishing and installing new vehicle detection loops, connection to keypad, and electrical wiring/conduit.

C. Refer to Applicable TxDOT Specification for measurement and payment of all other paving items.

1.6 UTILITY PAYMENT ITEMS

A. General/Site:
1. Asphalt Pavement Removal and Repair.
    a. Measurement: Square yard basis of measured finished area based on defined limits as specified on Drawings.
    b. Payment: Per unit price for cutting, removing, disposing, and repairing pavement and other incidental work. No payment for Work outside maximum payment limits indicated on Drawings or pavement removed for Contractor convenience.
2. Temporary Traffic Control (Sanitary Sewer – "A" St.):
    a. Measurement: Lump Sum basis.
    b. Payment: Lump sum basis for preparing, implementing, and maintaining an approved traffic control plan as specified.

B. Water:
1. Water Lines:
    a. Measurement: Linear foot basis as measured along center line of installed pipe, measured center-of-fitting to center-of-fitting or end-of-pipe without any deduction for length of intermediate fittings or valves.
    b. Payment: For each type and size specified, shown on Drawings, and included in Bid Form, payment per unit price for furnishing and installing at depths shown.
2. Warning Tape:
    a. Measurement: Not measured.
    b. Payment: For each type specified, shown on Drawings, and included in Bid Form, tape shall be incidental to the price of water lines.
3. Ductile Iron Fittings:
    a. Measurement: Per ton of fitting supplies. Fitting weights are sum of various types of fittings multiplied by weight per fitting as listed in AWWA/ANSI CL153/A21.53.
    b. Payment: Per ton of fittings installed.
4. Gate Valves and Boxes:
    a. Measurement: Per each basis as installed.
    b. Payment: For each type and size specified on Drawings and included in Bid Form, payment per each for furnishing and installing.
5. Tapping Sleeves and Associated Tapping Valve:
    a. Measurement: Per each basis.
    b. Payment: For each type and size specified on Drawings and included in Bid Form, payment per each.

6. Fire Hydrants:
   a. Measurement: Per each basis.
   b. Payment: For each type and size specified on Drawings and included in Bid Form, payment per each.
7. Place Water Line in Casing:
   a. Measurement: Linear foot basis measured along centerline of installed casing per City detail and requirements.

C. Sewer:
1. Manholes on new line and existing line (0-6 feet).
   a. Measurement: Per each basis.
   b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment for each.
2. Extra Depth Manhole (depth >6 feet).
   a. Measurement: Per vertical foot basis measured in excess of 6-foot depth and including an 18-inch allowance for final upgrade adjustments.
   b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per vertical foot.
3. Sewer Stubout with Plug:
   a. Measurement: Same as gravity sewer pipe for stubout. Plug price shall be incidental to pipe.
   b. Payment: For each type and size as specified, shown in Drawings, and included in Bid Form, payment per each.
4. Gravity Sanitary Sewer Pipe:
   a. Measurement: Per linear foot basis as measured along surface from center-to-center of manholes or appurtenances.
   b. Payment: For each type, size, and depth as specified, shown in Drawings, and included in Bid Form, payment per linear foot.
5. Trench Safety:
   a. Measurement: Per linear foot basis as measured along excavation center line for all trenches requiring trench safety.
   b. Payment: As specified, shown on Drawings, and included in Bid Form, payment per linear foot.
6. Adjusting Manholes, Valves and Other Structures to Grade:
   a. Measurement: Not measured.
   b. Payment: For each type as specified, shown on Drawings, and in Bid Form, final grade adjustment shall be included in the bid price of the item such as manholes and valves.
7. Place Sanitary Sewer Line in Casing:
   a. Measurements Linear Foot basis measured along centerline of installed casing per city detail and requirements.
   b. Payment: For each type and size specified, shown on Drawings, and included in Bid Form, payment for linear foot.
8. External Drop Structure:
   a. Measurement: Per each basis, per City detail.
   b. Payment: For each type as specified, shown on Drawings and on Bid Form, payment per each.

9. Remove Septic Tank and Drain Field:
   a. Measurement: Per each basis.
   b. Payment: Remove existing septic tank and drain field and recompact with soil to allow reuse of area. Contractor to evaluate prior to bid per specification. For each location shown on Drawings and in Bid Form, payment will be per each.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality assurance.
   2. Product options.
   3. Product substitution procedures.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless Owner accepts substitution and approves in writing.

1.3 PRODUCT OPTIONS

A. See Section 01 60 00 “Product Requirements.”

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Substitutions may be considered when product becomes unavailable through no fault of Contractor.

B. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article numbers in Specifications.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
   5. Changes required in other Work.
   6. Availability of maintenance service and source of replacement parts, as applicable.
   7. Certified test data to show compliance with performance characteristics specified.

8. Samples when applicable or requested.
9. Other information as necessary to assist Engineer's evaluation.

C. A request constitutes a representation Contractor:
1. Investigated proposed product and determined it meets/exceeds quality level of specified product.
2. Will provide same warranty for substitution as specified product.
3. Will coordinate installation and make changes to other Work required for Work to complete with no additional cost to Owner.
4. Waives claims for additional costs/time extension that subsequently become apparent.
5. Will coordinate installation of accepted substitute, making required changes for Work to complete in all respects.
6. Will reimburse Owner for review/redesign services associated with reapproval by authorities having jurisdiction.

D. Substitutions not considered when indicated/implied on Shop Drawing or product data submittals without separate written request or acceptance requires revision to Contract Documents.

E. Substitution Submittal Procedure:
1. Submit requests for substitutions on Contractor-standard or Engineer-provided form.
2. Submit electronic files to Project website of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, product data, and certified test results attesting to proposed product equivalence. Burden of proof is on Contractor.
4. Engineer will notify Contractor in writing of decision to accept/reject request.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project Information Management.
   2. Coordination.
   3. Preconstruction meeting.
   4. Electronic drawing file (digital data) request.
   5. Request for information.
   6. Progress meetings.
   7. Preinstallation meetings.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

A. Project Website:
   1. Use Newforma Info Exchange at https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
   2. Contact Engineer to set up username and password information.
   3. If Project is not listed when logged in, contact Engineer to add Project to your account.

B. Project information includes, but is not limited to:
   1. Product Submittals.
   2. Requests for Information (RFI).
   3. Applications for Payment.
   4. Schedules.
   5. Construction Change Requests (CCRs).
   6. Close-out Documents.
   7. Construction Document Files.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing such equipment in service.

C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.

D. In finished building areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements, as applicable.

E. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

F. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 PRECONSTRUCTION MEETING

A. Engineer will schedule a meeting after Notice to Proceed.
B. Attendance Required:
   1. Owner.
   2. Engineer.
   3. Contractor.
   4. Major subcontractors.
   5. Testing companies.
C. Agenda:
   1. Distribute Contract Documents.
   2. Submit lists of subcontractors and products, Schedule of Values, submittal schedule, and progress schedule.
   3. Designate personnel representing each party in Contract and Engineer.
   4. Procedures and processing field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
   5. Review Notice to Proceed and Substantial/Final Completion Dates.
   6. Workmen's identification and background checks.
   7. Stormwater Pollution and Prevention Plan (SWPPP), if necessary.
   8. Scheduling:
      a. Use of premises by Owner and Contractor.
      b. Owner's requirements and occupancy.
      c. Construction facilities and controls provided by Owner.
      d. Security and housekeeping procedures.
      e. Construction progress meetings.
      f. Procedures for testing.
      g. Procedures for maintaining record documents.
   9. Preconstruction meeting.
   10. Scheduling activities of Construction Material Testing lab.
D. Engineer shall record minutes and distribute copies to participants.

1.5 ELECTRONIC DRAWING FILE (DIGITAL DATA) REQUEST

A. Upon Award of Contract:
   1. At pre-construction meeting, Contractor shall bring the executed Digital Data Licensing Agreement (AIA C106-2022) at the end of this Section for release of electronic files. Upon Contractor submitting the executed Agreement to Engineer, Engineer will provide Contractor one electronic copy of the AutoCAD (.DWG) file(s), and Portable Document Format (.PDF) file(s) at no charge within 5 working days. Files and Formats to be as followed:
      a. Civil Overall master file in AutoCAD format.
         1) Overall Site Plan with utility and grading information.
         2) All details, detail annotation, and references are omitted and not part of the AutoCAD file.

2. AutoCAD DWG files provided to Contractor is NOT FOR CONSTRUCTION PURPOSES, but convenience only. The Drawing files will consist of the original model utilized for base bid. It is Contractor responsibility to coordinate all accepted alternated, addenda, RFI, Proposal Request, and any other changes realized during procurement and construction phases. Engineer will not provide up-to-date Contract Drawing Models to Contractor unless otherwise stated within Owner/Engineer Agreement.
3. Conformed Construction Documents: If required by Owner/Engineer Agreement, they will be provided in PDF. Conformed Construction Documents are Drawings and Specifications modified to include any Addenda issued before execution of the Contract.
    a. To the extent Conformed Construction Documents are provided to Contractor, the following provisions shall apply:
        1) Conformed Construction Documents and related information contained therein, are provided for Contractor's convenience only, and does not relieve Contractor from Contract Document requirements. Specifically, to the extent that any discrepancy or conflict exist between Issue for Bid documents, including any Addenda issued prior to execution of Contact or Modifications issued after execution of Contact on the one hand, and Conformed Construction Documents on the other; Issue for Bid documents Addenda, and Modifications shall control unless otherwise specified in writing by Engineer.
        2) Contractor shall not use such Drawings, documents, or other data, in whole or in part, for any purpose or project other than this Project, in preparation of Shop Drawings and other submittals.
        3) Contractor acknowledges that such Drawings, documents, or other data obtained prior to use by them for any purpose.
        4) Any Conformed Construction Documents, including any Drawings Specifications, documents, or other data related thereto, are provided "as is" without representation or warranty by Engineer, either expressed or implied.
        5) Contractor acknowledges that Conformed Construction Documents provide by Engineer are as courtesy to Contractor, at their specific request, and accordingly, CONTRACTOR HEREBY AGREES TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY ENGINEER AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH CONTRACTOR OR ANY THIRD PARTY MAY HAVE BY REASON OF ANY INJURY OR DAMAGE SUSTAINED BY CONTRACTOR OR THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF SUCH CONFORMED CONSTRUCTION DOCUMENTS.

1.6 REQUEST FOR INFORMATION (RFI)

A. RFI requests from subcontractors or material suppliers will not be considered.
B. Information indicated on RFI shall be complete before submission. If Engineer determines request can be answered with information provided, Engineer will assign RFI tracking number. If Engineer determines request is not an RFI, request will be returned to Contractor electronically and deleted from Engineer's electronic tracking software without assigning an RFI tracking number. A transmittal document returning denied RFI request will be provided with a response indicating action to be taken by Contractor.
C. RFIs may contain more than one item when items are related. Otherwise, only one item shall be addressed on each RFI request.
D. Allow 7 days for Engineer's response to each RFI.
E. Response to RFI will be issued to Contractor and Owner per Section 01 33 00 "Submittal Procedures."
F. Responses from Engineer are not changes unless issued with a change per Section 01 20 00 "Price and Payment Procedures."

1.7 PROGRESS MEETINGS

A. Schedule and administer monthly meetings throughout Work progress, at minimum.
B. Engineer will Arrange meetings, prepare agenda with copies for participants, preside at meetings.
C. Attendance Required:
    1. Owner.
    2. Job superintendent.
    3. Major subcontractors.
    4. Suppliers.
    5. Engineer.
    6. As appropriate to agenda topics for each meeting.
D. Agenda:
    1. Review minutes of previous meetings.
    2. Review Work progress.
    3. Field observations, problems, and decisions.
    4. Identify problems which impede planned progress.
    5. Review submittal schedule and status of submittals.
    6. Review off-site fabrication and delivery schedules.
    7. Maintenance of progress schedule.
    8. Corrective measures to regain projected schedules.
    9. Planned progress during succeeding Work period.
    10. Coordinate projected progress.
    11. Maintenance of quality and work standards.
    12. Effect of proposed changes on progress schedule and coordination.
    13. Testing.
    14. Other business relating to Work.
E. Record minutes and distribute copies within 5 days to Engineer, participants, and those affected by decisions made.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Parkhill

RFI No.

TO:	**Parkhill**
FROM:	
PROJECT NAME:	
PARKHILL PROJECT NO.:	

Issue Date:		***Requested Reply Date:**	

*Items to be completed by Contractor before submittal to Parkhill for review. RFI form must be fully completed for Parkhill to respond.

***RFI DESCRIPTION:** *(Fully describe the question or type of information requested. Provide photos and/or sketches as applicable to help with the description.)*

***REFERENCES/ATTACHMENTS:** *(List specific documents researched when seeking the information requested.)*

Specifications	Drawings	Other

***CONTRACTOR'S PROPOSED SOLUTION:** *(If RFI concerns a site or construction condition, the sender shall provide a recommended solution, including cost and/or schedule considerations before Parkhill can respond. The proposal solution shall consist of a revised text, sketches, drawings, etc. as applicable to a full and complete explanation.)*

*Submitted by:

RESPONSE: *(Provide answer to RFI, including cost and/or schedule considerations, revised text, sketches, drawings, etc. as applicable to fully explain response.)*

☐ Attachments:

Response by:

Copies: ☐ Owner ☐ Consultants ☐ ☐

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

AIA® Document C106™ – 2022

Digital Data Licensing Agreement

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address, and contact information, including electronic addresses)

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address, and contact information, including electronic addresses)

for the following Project:
(Name and location or address of the Project)

for the following Digital Data ("Digital Data"):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

[Revit Models (.rvt files)]
[AutoCAD (.dwg files)]
[Portable Document Format (.pdf)]

The Transmitting Party and Receiving Party agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

SAMPLE

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

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ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.

(Paragraph deleted)

[X] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

(Paragraphs deleted)

§ 3.1.1.1 This Digital Data is part of the Transmitting Party's Instruments of Service and shall not be used by Receiving Party or anyone else receiving this data through or from the Receiving Party for any purpose other than as a convenience in the preparation of bid submittals, shop drawings, coordination drawings, construction phase submittals, and field layout and staking required by the Owner for the exclusive use of the referenced Project. Any use or reuse by the Receiving Party or by others will be at the Receiving Party's sole risk and without liability or legal exposure to Transmitting Party. The Receiving Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Transmitting Party, its officers, directors, employees, or subconsultants that may arise out of or in connection with Receiving Party's use of this Digital Data.

§ 3.1.1.2 No representation as to the compatibility of this Digital Data with Receiving Party's hardware or software is provided.

§ 3.1.1.3 This Digital Data is not a Construction Document. Differences may exist between this Digital Data and corresponding two-dimensional hard-copy Construction Document. The Transmitting Party makes no representation regarding the accuracy or completeness of the Digital Data the Receiving Party receives. In the event that a conflict arises between the signed/sealed two-dimensional hard-copy Construction Document prepared by Transmitting Party and the Digital Data, the signed/sealed two-dimensional hard-copy Construction Document shall govern. The Receiving Party is responsible for determining if any conflict exists. By the Receiving Party's use of this Digital Data, Receiving Party is not relieved of their duty to fully comply with the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, field measurements, verify field conditions and coordination of work with that of other contractors for the Project.

§ 3.1.1.4 Because information presented in the Digital Data can be modified, unintentionally or otherwise, the Transmitting Party reserves the right to remove all indicia of ownership and/or involvement from each Digital Data.

§ 3.1.1.5 Under no circumstances shall delivery of this Digital Data for use by the Receiving Party be deemed a sale of document ownership by Transmitting Party, and no warranties, either express or implied, of merchantability or fitness for any particular purpose is made. In no event shall the Transmitting Party be liable for any loss of profit or any consequential damages as a result of the Receiving Party's use or reuse of this Digital Data.

§ 3.1.1.6 The Digital Data file does not necessarily contain all the information that is required to produce finished Construction Documents. Because of this, there may be data within the Digital Data that is missing, incomplete or even contradictory to the information provided in the final two dimensional Construction Documents.

§ 3.1.1.7 Professional judgment will need to be used by the Receiving Party, along with reasonable expectations and interpretations in order to use the Digital Data for its intended purpose. Should the Transmitting Party provide revised and updated copies of the Digital Data to the Receiving Party throughout the Project, all terms and conditions of this agreement will be applicable and unchanged for all subsequent transmissions of the Digital Data

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ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.

(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

N/A

PARKHILL	**[RECEIVING PARTY]**
TRANSMITTING PARTY *(Signature)*	**RECEIVING PARTY** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

1.1 SUMMARY

A. Section Includes:
   1. Submittals.
   2. Gantt chart schedules.
   3. Review and evaluation.
   4. Updating schedules.
   5. Distribution.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Post as electronic file to Project website.

B. Submit initial progress schedule for Engineer review within 15 days after established Notice to Proceed date.

C. Schedule Updates:
   1. Submit with each Application for Payment.
   2. Projected and actual percent of completion.
   3. Completion progress by listed activity and subactivity, to within 5 working days prior to submittal.
   4. Changes in Work Scope and activities modified since submittal.
   5. Delays in submittals or resubmittals, deliveries, or Work.
   6. Adjusted or modified sequences of Work.
   7. Other identifiable changes.
   8. Revised projections of progress and completion.

D. Narrative Progress Report:
   1. Submit with each Application for Payment.
   2. Summary of Work completed during past period between reports.
   3. Work planned during next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously-submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.
   7. Other.

1.3 GANTT CHART SCHEDULES

A. Gantt Chart Schedule, to include at least:
   1. Identification and listing, in chronological order, activities reasonably required to complete Work, including:
      a. Subcontract Work.
      b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
      c. Move-in and other preliminary activities.
      d. Equipment and equipment system test and startup activities.
      e. Project closeout and cleanup.
      f. Work sequences, constraints, and milestones.

2. Listings identified by Specification Section number.
3. Identification of:
    a. Horizontal time frame by year, month, and week.
    b. Duration, early start, and completion for each activity and subactivity.
    c. Critical activities and Project float.
    d. Sub-schedules to further define critical portions of Work.

1.4 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Engineer at each Progress Meeting or Application for Payment submittals.
B. Evaluate Project status to determine Work behind and ahead of schedule.
C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.5 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.
B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
D. Upon approval of Change Order, include change in next schedule submittal.
E. Indicate changes required to maintain Date of Substantial Completion.
F. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule.
F. Report corrective action taken or proposed and effect.

1.6 DISTRIBUTION

A. Following joint review, distribute copies to subcontractors, suppliers, Engineer, Owner, and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Proposed products list.
   4. Requirements for complete Shop Drawings.
   5. Product data.
   6. Test reports.
   7. Certificates.
   8. Manufacturer instructions.
   9. Manufacturer field reports.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTAL PROCEDURES

A. Submit to Engineer for review to check for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 “Execution and Closeout Requirements.”

D. Transmit each submittal separately with Contractor’s standard transmittal letter including Contractor name, address, and phone number. Each submittal shall contain only one Specification Section.

E. Sequentially number transmittal forms using Section number or Contractor’s sequential numbering system.

F. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number appropriate to submittal.

G. Apply Contractor’s stamp, signed or initialed certifying review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is per requirements of Work and Contract Documents.

H. Schedule submittals to expedite Project and deliver to Engineer. Coordinate submission of related items.

I. For each submittal for review, allow 10 days excluding delivery time to and from Contractor.

J. Identify variations from Contract Documents and product or system limitations detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be in blue or green colors only.

K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

L. Unrequested Submittals will not be recognized or processed.

M. Format:
   1. Submit all submittals digitally using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for same submittal will not be accepted.
   2. Submittals in any other format, including ZIP files, will be rejected.
   3. Hard copies, not accepted.
   4. To ensure each page is legible, PDF pages of Drawings shall be same size/scale as hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
   5. Upload submittals to Project website.

N. Submittal procedures described herein apply to Construction Progress Schedule, products list, Shop Drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, Erection Drawings, RFIs, and other submittals submitted to Engineer.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise submittals as required and resubmit to meet requirements specified and noted on submittal reviews.
B. Mark as *Resubmittal*.
C. Reuse original transmittal number and supplement with sequential alphabetical or numeric suffix for each resubmittal.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 REQUIREMENTS FOR COMPLETE SHOP DRAWINGS

A. Printable Image Size: Minimum 8-1/2 by 11 inches, maximum 30 by 42 inches.
B. Draw details to a noted scale.
C. Draw site plans to same scale indicated on Contract Drawings.
D. Engineer-issued Construction Documents (electronic or paper format) cannot be used in any shape, form, or fashion in creating and developing Shop Drawings, except electronic files containing floor, site plans, or layout plans purchased from Engineer may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in Shop Drawing process.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to Project.
B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.
C. After review, distribute per Article 1.2 "Submittal Procedures," and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.7 TEST REPORTS

A. Submit for Engineer's knowledge as Contract Administrator or Owner.
B. Submit test reports for information to assess conformance with information given and design concept expressed in Contract Documents.

1.8 CERTIFICATES

A. When specified in individual Specifications, submit certification by manufacturer, installation/application subcontractor, or Contractor, to Engineer.
B. Indicate material or product conforms to/exceeds specified requirements. Submit supporting reference data, affidavits, and certifications, as appropriate.
C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.9 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specifications, submit manufacturer-printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.10 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Engineer's benefit as contract administrator or for Owner.
B. Submit report within 30 days of observation to Engineer for information.
C. Submit for information to assess conformance with information given and design concept expressed in Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control.
   2. Tolerances.
   3. References.
   4. Testing and inspection services.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturer's instructions. If manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work to ensure Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or required by applicable codes.

B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.

C. Obtain copies of standards and maintain on site when required by product Specifications.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

E. Neither contractual relationships, duties, or responsibilities of parties in Contract, nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

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.
   2. Selection and payment.
   3. Quality Assurance.
   4. Contractor submittals.
   5. Laboratory responsibilities.
   6. Laboratory reports.
   7. Limits on testing laboratory authority.
   8. Contractor responsibilities.
   9. Schedule of inspections and tests.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.

B. ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.

C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing/Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E329 - Standard Specification for Minimum Requirements for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

E. ISO/IEC 17025.

1.3 SELECTION AND PAYMENT

A. Contractor shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing.

B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform

B. Work per Contract Document requirements.

1.4 QUALITY ASSURANCE

A. Comply with requirements of ASTM C1077, D3666, D3740, E329, and ISO/IEC 17025.

B. Laboratory: Authorized to operate in State of Texas.

C. Laboratory Staff: Maintain a full-time, on-staff, registered Engineer to review services.

1.5 CONTRACTOR SUBMITTALS

A. Before starting Work, submit testing laboratory name, address, and phone number, as well as names of full-time registered Engineer and responsible officer.
B. Submit copy of laboratory facility inspection report made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with remedy memorandum of deficiencies reported by inspection.
C. Submit Testing Laboratory firm's reports to the distribution list the Engineer provided at preconstruction conference, 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. Retest/reinspect required because of non-conformance to specified requirements using same
E. 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 on 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 Contract Document requirements.
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 distribute reports to distribution list provided by Engineer at preconstruction conference.
B. 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 Specification Section.
    6. Location in Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.
C. 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 Contract Document requirements.
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 the Work.

1.9 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to use which require testing, along with proposed mix designs.
B. Cooperate with laboratory personnel and provide access to Work.
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, facilitate tests and inspections, storage, and curing test samples.
D. Notify Engineer and laboratory 24 hours before expected time for operations requiring
D. inspection and testing services.

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

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Construction Facilities:
      a. Progress cleaning.
      b. Project identification.
      c. Traffic regulation.
      d. Temporary facilities.
   2. Temporary Controls:
      a. Barriers.
      b. Fencing.
      c. Enclosures.
      d. Security.
      e. Water control.
      f. Dust control.
      g. Erosion and sediment control.
      h. Noise control.
      i. Pest and rodent control.
      j. Pollution control.
      k. Protect Work.
   3. Remove utilities, facilities, and controls.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 WATER

A. Provide separate metering and reimburse Owner for cost of water used.
B. Provide temporary pipe insulation to prevent freezing.

1.3 PARKING

A. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
   2. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

B. Removal, Repair:
   1. Remove temporary materials and construction when permanent paving is usable at Substantial Completion.
   2. Remove underground work and compacted materials to 2-foot depth. Fill and grade site as specified.
   3. Repair existing facilities damaged by use, to specified condition.

C. Mud from Site Vehicles: Provide way to remove mud from wheels before entering streets.

1.4 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain a clean and orderly site.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing space.
C. Sweep and vacuum interior areas clean before surface finishing and continue cleaning to eliminate dust.
D. Remove waste materials, debris, and rubbish from site and dispose off site as required to maintain clean site.

1.5 PROJECT IDENTIFICATION

A. Project Identification Sign:
   1. Size: Provide one 8 feet wide by 4 feet high.
   2. Materials: 3/4-inch-thick exterior-grade plywood and solid-wood frame.
   3. Background Paint: Exterior quality, 2 coats; sign background of white color.
   4. Lettering: Exterior paint of quality adequate to withstand weathering, fading, and chipping for construction duration, contrasting colors with exhibit lettering by professional sign painter.
   5. Lettering: Precut vinyl self-adhesive products, white.
   6. Design: Engineer design and colors.
   7. Content:
      a. Project title, as indicated on Contract Documents.
      b. Owner's name and logo.
      c. Names and titles of Engineer and consultants.
      d. Name of Prime Contractor.
      e. Name of major subcontractors.
   8. Lettering: Series C of Standard Alphabet for Traffic Control Devices *Manual on Uniform Traffic Control Devices for Streets and Highways*, Federal Highway Administration.
B. Project Informational Signs:
   1. If required by other documents or Specifications, provide weather-protected signs for site-safety procedures, wage rates, and Stormwater Pollution Prevention Plan (SWPPP).
   2. Erect sign on or adjacent to field office, if required.
C. Design sign and structure to withstand 90-mile-per-hour wind velocity.
D. Installation:
   1. Install Project Identification Sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at location directed by Owner.
   3. Erect supports and framing on secure foundation, rigidly braced, and framed to resist wind loadings.
   4. Install sign surface plumb and level with butt joints. Anchor securely.
   5. Paint exposed surfaces of sign supports and framing.
E. No other signs allowed without Owner permission except those required by law.
F. Maintain clean signs and supports. Repair deterioration and damage.
G. Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.6 TRAFFIC REGULATION

A. Contractor Responsibilities:
   1. Provide Traffic Control Plan (TCP) as necessary for phased construction.
   2. TCP must be signed and sealed by a Professional Engineer licensed in Texas.
   3. Designate a responsible individual for TCP replacement and maintenance.

B. Signs, Signals, and Devices:
   1. Post- and Wall-Mounted Traffic Control and Informational Signs: As approved by Texas Manual on Uniform Traffic Control Devices (TMUTCD).
   2. Traffic Control Signals: As approved by local jurisdictions.
   3. Traffic Cones and Drums: As approved by authority having jurisdiction.
   4. Flares and Lights: As approved by authority having jurisdiction.
   5. Flagperson Equipment: As required by authority having jurisdiction.

C. Flagpersons: Provide trained and equipped flagpersons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

D. Flares and Lights: Use during hours of low visibility to delineate traffic lanes and guide traffic.

E. Haul Routes:
   1. Consult with authority having jurisdiction, establish public thoroughfares to use for haul routes and site access.
   2. Confine construction traffic to designated haul routes.
   3. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

F. Traffic Signs and Signals:
   1. Provide signs at approaches to site and onsite, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Relocate as Work progresses to maintain effective traffic control.

G. Removal:
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.
   3. Remove post settings to 2-foot depth.

1.7 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas as well as protect existing facilities and adjacent properties from damage from construction operations and demolition. Allow for Owner’s use of site.

B. Provide barricades and covered walkways required by authorities having jurisdiction for:
   1. Public rights-of-way.
   2. Public access to existing buildings.

C. Replace damaged items condition to original condition and protect items designated to remain:
   1. Trees.
   2. Shrubbery.
   3. Lawns.

D. Protect site improvements including but not limited to pavements, walkways, and drainage structures from damage. Replace damaged site improvements to original condition.

E. Protect non-owned vehicular traffic and stored materials from damage.

1.8 WATER CONTROL

A. Grade site to drain.
B. Maintain excavations free of water.
C. Provide, operate, and maintain pumping equipment.
D. Protect site from puddling and running water. Provide water barriers required to protect site from soil erosion.
E. Provide water barriers required to protect existing buildings from puddling, ponding, or other water accumulation that may damage foundations or other subsurface construction.

1.9 DUST CONTROL

A. Execute Work to minimize raising dust from construction operations.
B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.10 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction to control surface drainage from cuts, fills, borrow, and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow resulting in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
F. Comply with Section 01 57 23 “Temporary Stormwater Pollution Control.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

A. Contractor is solely responsible for meeting all TCEQ and EPA requirements for stormwater pollution prevention:
   1. Develop a Stormwater Pollution Prevention Plan (SWPPP) if not provided;
   2. File Notice of Intent (NOI) and include Owner as an “Operator”;
   3. Install and maintain all erosion control measures and best management practices (BMPs);
   4. Perform inspections and prepare reports; and
   5. File Notice of Termination (NOT).

1.3 SUBMITTALS

A. Submit to Engineer, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 33 00 “Submittal Procedures.”

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off site and perform necessary clean-up measures at the end of each workday.

C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of Work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as Work progresses, remove/replace/relocate bags as needed for Work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding.
      b. Mulching.
      c. Geotextiles.
      d. Vegetative buffer strips.
      e. Paving.
      f. Rock riprap; and/or
      g. Rock-filled gabions.
      h. Inlet protection.
   3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery requirements.
   3. Product storage and handling requirements.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm manufacturer production capacity can provide sufficient product, on time, to meet Project requirements.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products per manufacturer instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products. Prevent soiling, disfigurement, or damage.

D. Owner will not assist in offloading or accepting product deliveries.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products per manufacturer instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports above ground.

E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store products. Prevent soiling, disfigurement, or damage.

H. Arrange product storage to permit access for inspection. Periodically inspect to verify products are undamaged and maintained in acceptable condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surveying.
   2. Closeout procedures.
   3. Starting systems.
   4. Demonstration and instructions.
   5. Testing, adjusting, and balancing.
   6. Project record documents.
   7. Operation and maintenance data.
   8. Manual for materials and finishes.
   9. Manual for equipment and systems.
   10. Spare parts and maintenance products.
   11. Product warranties and product bonds.
   12. Examination.
   13. Preparation.
   14. Execution.
   15. Protecting installed construction.
   16. Final cleaning.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SURVEYING

A. Employ land surveyor registered in State of Texas and acceptable to Engineer.

B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.

C. Control datum for survey is indicated on Drawings.

D. Verify setbacks, easements, and rights of way. Confirm Drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.

F. Submit copy of Site Drawing signed by land surveyor certifying elevations and locations of Work are per Contract Documents.

G. Maintain complete and accurate log of control and survey Work as Work progresses.

H. Protect survey control points before starting Site Work. Preserve permanent reference points during construction.

I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.3 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion. Complete following items before requesting Certification of Substantial Completion, either for entire Work or portions of Work:
   1. Submit maintenance manuals, Project record documents, and other similar final record data per this Section.
   2. Complete facility startup, testing, adjusting, balancing systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified per this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to complete or correct, value of incomplete or nonconforming Work, reason for incompletion, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Change locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
   7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   8. Perform final cleaning per this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work substantially complete, submit to Engineer and Owner:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to complete or correct (initial punch list).
   2. Within seven days after receipt of request for Substantial Completion, Engineer and Owner will inspect to determine if Work or designated portion is substantially complete.
   3. If Engineer and Owner determine Work is NOT substantially complete:
      a. Engineer and Owner will promptly notify Contractor in writing, stating reasons for opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer and Owner.
      c. Engineer and Owner will reinspect Work.
      d. Repeat until Work passes inspection.
   4. When Engineer and Owner finds Work is substantially complete, they will:
      a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to complete or correct as verified and amended by Engineer and Owner (final punch list).
      b. Submit Certificate to Owner and Contractor for written acceptance of responsibilities assigned in Certificate.
   5. After Work is substantially complete:
      a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
      b. Complete Work listed for completion or correction within time stipulated.

C. Prerequisites for Final Completion. Complete following items before requesting final acceptance and final payment:
   1. When Contractor considers Work complete, submit written certification that:
      a. Contract Documents were reviewed.
      b. Work was examined for compliance with Contract Documents.
      c. Work was completed per Contract Documents.
      d. Work is complete and ready for final inspection.
   2. Submit:
      a. Final punch list indicating all items are complete or correct.
      b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.
      c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
      d. Accounting statement for final changes to Contract Sum.
      e. Contractor's Affidavit of Payment of Debts and Claims on Contractor form.
      f. Contractor Affidavit of Release of Liens on Contractor form.
      g. Consent of Surety to Final Payment on Contractor form.
   3. Perform final cleaning for Contractor-soiled areas per this Section.

D. Final Completion Inspection:
   1. Within seven days after receipt of request for final inspection, Engineer and Owner will inspect to determine if Work or designated portion is complete.
   2. If Engineer and Owner consider Work incomplete or defective:
      a. Engineer and Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
      b. Contractor shall remedy stated deficiencies and send second written request to Engineer and Owner that Work is complete.
      c. Engineer and Owner will reinspect Work.
      d. Redo and Inspect Deficient Work: Repeated until Work passes inspection.
      e. Engineer and Owner inspection.

1.4 TESTING, ADJUSTING, AND BALANCING

A. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.

B. Reports will be submitted by independent firm to Engineer indicating observations and results of tests and indicating compliance or noncompliance with requirements of Contract Documents.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain onsite, one set of these record documents and record actual revisions to Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to Contract.
   5. Reviewed Shop Drawings, product data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.
E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including:
   1. Manufacturer name, product model, and number.
   2. Product substitutions or alternates used.
   3. Changes made by Addenda and modifications.
F. Record Drawings. Legibly mark each item to record actual construction as:
   1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in Work, and change orders.
   2. Include locations of concealed elements of Work.
   3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components parallel to utilities.
   4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
   5. Identify and locate existing buried or concealed items encountered during Project.
   6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
   8. Field changes of dimension and detail.
   9. Details not on original Drawings.
G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.
H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.6 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specifications.
B. Deliver to place in location as directed by Owner. Obtain receipt before final payment.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers within 10 days after completion of applicable item of Work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and notarized.
D. Co-execute submittals when required.
E. Include TOC and assemble in three, D-side-ring binder with durable plastic cover.
F. Submit before final Application for Payment.
G. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after date of Substantial Completion before final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within 10 days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing Site conditions and substrate surfaces are acceptable for subsequent Work.
B. Beginning new Work means acceptance of existing conditions.
C. Verify existing substrate can structurally support or attach new Work applied.
D. Examine and verify specific conditions described in individual Specifications.
E. Verify utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces before applying next material or substance per manufacturer instructions.
B. Seal cracks or openings of substrate before applying next material or substance.
C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner before applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer installation instructions, performing each step, in sequence. Maintain one set of manufacturer installation instructions at Project Site during installation and until completion of construction.
B. When manufacturer installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Verify field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
    1. Secure Work true-to-line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
    2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
    3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
E. Allow for expansion of materials and building movement.
F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
    1. Isolate each unit of Work from incompatible Work necessary to prevent deterioration.
    2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.
    1. Refer questionable mounting heights choices to Engineer for final decision.
    2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.
I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction. Lubricate operable components recommended by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified.
B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

3.5 FINAL CLEANING

A. Execute final cleaning before final Project assessment. Employ experienced personnel or professional cleaning firm.
B. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
C. Clean site. Sweep paved areas and rake landscaped surfaces clean.
D. Remove waste and surplus materials, rubbish, and construction facilities from site.

END OF SECTION

SECTION 26 05 00 - BASIC ELECTRICAL METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
B. Scope:
   1. Work covered by Division 26 of the Specifications include furnishing all materials, labor, transportation, tools, permits, and fees for complete installation of all electrical work required in Contract Drawings.
   2. Contractor shall become familiar with existing conditions of site and advise Engineer of any discrepancy or conflict prior to bidding.
   3. Contractor shall be responsible for all Project-required permits, fees, and licenses. All cost of such permits or fees shall be included in the bid.
   4. Install all equipment and material in accordance with applicable manufacturer recommendations and standards.
   5. Contractor shall be responsible for coordinating with utility service provider to verify all locations, routing, equipment, and labor furnished as a part of this Contract.

1.2 REGULATORY AGENCIES

A. National Electrical Code (NEC).
B. National Electrical Safety Code (NESC).
C. Local Electric Utility.
D. Authority Having Jurisdiction (AHJ).

1.3 SUBMITTALS

A. Within 10 days after Contract award and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate/provide names of manufacturers, catalog and model numbers, cut sheets, and other supplementary information as necessary for evaluation.
B. Submittal Requirements:
   1. Bear a dated stamp or specific written indication that Contractor reviewed and approved all submittal prior to submission to Engineer.
   2. Clearly and SPECIFICALLY mark which specific piece of equipment is submitted, by permanent marker, stamp, etc., to distinguish from other equipment that may occur on the same page.
   3. Clearly mark which available options are submitted associated with a piece of equipment.
   4. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable Engineer to review proposed equipment.

PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS

A. Electrical requirements for equipment specified or indicated on Drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than indicated on Electrical Drawings, Contractor shall make any required changes to wire and conduit size, controls, overcurrent protection, and installation as required to accommodate equipment supplied, without additional charge to Owner. Complete responsibility and costs for such adjustments shall be assigned to respective Specification Section under which equipment is furnished.

2.2 MATERIALS

A. All similar materials and equipment shall be the product of the same manufacturer unless specified otherwise.
B. Materials and equipment shall be standard products of manufacturers regularly engaged in production of such material and shall be manufacturer's current and standard design.
C. Altitude: Equipment affected by altitude shall perform satisfactorily for function intended at Project site altitude.
D. Detectable Warning Tape: Acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep, and colored as follows:
    1. Red: Electric.
    2. Yellow: Gas, oil, steam, and dangerous materials.
    3. Orange: Phone and other communications.
    4. Blue: Water systems.
    5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 GENERAL

A. Fabricate, erect, and install complete electrical system in accordance with accepted good practice by qualified personnel experienced in such work and proceed in an orderly manner so as not to impede Project progress.
B. Electrical Contractor shall check all areas and surfaces where electrical equipment material is to be installed, removed, or relocated and report any unsatisfactory conditions before starting work. Commencement of work signifies Contractor acceptance of existing conditions.
C. Electrical Drawings are diagrammatic. Carefully coordinate installation requirements with structural, Engineer, and mechanical conditions and adjust to avoid conflict.
D. Electrical equipment locations are approximate and not intended to convey exact details and mounting of location of outlets, equipment, and other items. Exact locations are to be field determined by actual measurements.
E. Location height and projection of fixtures illuminating signs or special features shall be approved by Engineer prior to installation.
F. Coordinate location of all exterior fixtures with Drawings and Specifications.

G. Consult Drawings to determine wall finishes and locations of wall-mounted equipment, countertop splashes, and similar items to avoid conflict with electrical equipment. Where surface or pendant-mounted light fixtures are noted, provide for all necessary framing channels, pendants, chains, canopies, and other hardware as required for a complete and operable system.

H. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

3.2 UNDERGROUND CONDUIT INSTALLATION

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Excavate trenches 4 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
4. Refer to Electrical Detail Drawings to determine required depth of conduit and width of trench. Conduit trenches shall be a maximum of 18 inches wide unless prior approval is received from Project Engineer.

D. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment nor more than 4 inches in loose depth for material compacted by hand-operated tampers.

E. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

F. Install detectable warning tape above conduits and pipe, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

G. Protection:

1. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or they lose compaction due to subsequent construction operations or weather conditions.
    a. Scarify or remove and replace soil material to depth as directed by Engineer. Reshape and recompact.
3. Where settling occurs before Project correction period elapses, remove finished

surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

a. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

H. Disposal of Surplus and Waste Materials:

1. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose off Owner's property unless otherwise directed by Owner.
2. Repair any damage to shrubs, grass or structures to previous condition at no additional expense to Owner.

3.3 PERFORMANCE TESTS

A. Thoroughly test all control circuits, fixtures, services, and all circuits for proper operating condition and freedom from grounds and short circuits before acceptance is requested. Operate all equipment, appliances, and devices under load conditions.

B. After interior wiring system installation is complete, conduct operating tests for approval. When requested, test all wire, cable, devices, and equipment after installation to assure all material continues to possess all original characteristics as required by governing codes and standards listed in Specifications.

C. After motor operation is verified, make voltage readings at all panelboards and starters. Based on these readings, make final adjustments of primary taps on all building transformers as directed or coordinate with utility proper building voltage.

D. Perform such other tests as required by other Specifications Sections or as requested to prove acceptability.

E. Furnish all instruments and labor for testing.

F. All material installed shall be listed, inspected, and approved by a nationally accepted testing laboratory such as UL/ETL. All material shall bear UL/ETL label where available.

3.4 SUBMITTAL AND APPROVAL OF MATERIALS

A. All requirements for submittals shall comply with applicable provisions included in individual Specification Sections.

B. Unless identified as a sole source item, listing product manufacturers, catalog numbers, etc., on Drawings is intended to establish a standard of quality of the product. It is Contractor responsibility to review all items intent to submit. If equipment other than that indicated on Drawings is proposed by Contractor, information will be reviewed at submittal submission.

END OF SECTION

SECTION 26 05 05 - SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removal of existing electrical equipment, wiring, and conduit in areas to be remodeled; removal of designated construction; dismantling, cutting and alterations for completion of the Work.
   2. Disposal of materials.
   3. Storage of removed materials.
   4. Identification of utilities.
   5. Salvaged items.
   6. Protection of items to remain as indicated on Drawings.
   7. Relocate existing equipment to accommodate construction.

B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Shop Drawings: Indicate demolition, location, and construction of temporary work. Describe demolition removal procedures and schedule.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of capped utilities.

1.4 PRE-INSTALLATION MEETINGS

A. Convene minimum **one** week prior to commencing work herein.

1.5 SCHEDULING

A. Schedule work to coincide with new construction.
B. Cease operations immediately when structure appears in danger and notify Engineer. Do not resume operations until directed.

1.6 COORDINATION

A. Conduct demolition to minimize interference with adjacent and occupied building areas.
B. Coordinate demolition work with gate replacement at each location.
C. Coordinate and sequence demolition without causing shutdown of operation of surrounding areas.
D. Identify salvage items in cooperation with Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.
B. Verify termination points for demolished services.

3.2 PREPARATION

A. Erect, and maintain temporary safeguards, including warning signs and lights and barricades, for protection of the public, Owner, Contractor's employees, and existing improvements to remain.

3.3 DEMOLITION

A. Demolition Drawings are based on casual field observation. Report discrepancies to Site Engineer before disturbing existing installation.
B. Remove exposed abandoned conduit.
C. Remove conduit, wire, boxes, and fastening devices to avoid any interference with new installation.
D. Disconnect or shutoff service where electrical work is to be removed. Remove electrical fixtures, equipment, and related switches, outlets, conduit, and wiring not part of final project.
E. Perform work on energized equipment or circuits with experienced and trained personnel.
F. Remove, relocate, and extend existing installations to accommodate new construction.
G. Repair adjacent construction and finishes damaged during demolition and extension work.
H. Remove exposed abandoned grounding and bonding components, fasteners and supports, and electrical identification components.
I. Clean and repair existing equipment to remain.
J. Protect and retain power to existing active equipment remaining.
K. Cap abandoned empty conduit at both ends.

3.4 EXISTING PANELBOARDS

A. Ring out circuits in existing panel affected by Work. Where additional circuits are needed, reuse circuits available for reuse. Install new breakers.
B. Tag unused circuits as spare.
C. Where existing circuits indicated to reuse, use sensing measuring devices to verify circuits feeding Project area or are not in use.
D. Remove existing wire no longer in use from panel to equipment.
E. Provide new updated directories where more than three circuits are modified or rewired.

3.5 SALVAGE ITEMS

A. Removed items of salvageable value as work progresses. Transport salvaged items from site as they are removed.

3.6 REUSABLE ELECTRICAL EQUIPMENT

A. Carefully remove equipment, materials, or fixtures to be reused.
B. Disconnect, remove, or relocate existing electrical material and equipment interfering with new installation.

3.7 CLEANING

A. Remove demolished materials as work progresses. Legally dispose.
B. Keep workplace neat.

END OF SECTION

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes building wire and cable, nonmetallic-sheathed cable, and wiring connectors and connections.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section
   2. Section 26 05 00 “Basic Electrical Methods.”
   3. Section 26 05 53 “Identification for Electrical Systems,” product requirements for wire identification.

1.2 REFERENCES

A. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
B. NFPA 70 - National Electrical Code.
C. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
D. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

1.3 SUBMITTALS

A. Refer to Section 26 05 00 “Basic Electrical Methods.”

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and circuits.

1.5 QUALITY ASSURANCE

A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet when tested in accordance with NFPA 262.
B. Perform Work in accordance with Authority Having Jurisdiction (AHJ).
C. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified herein with minimum 3 years’ experience.

1.7 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on Drawings.

1.8 COORDINATION

A. Where wire and cable destination indicated and routing not shown, determine routing and lengths required.
B. Wire and cable routing indicated is approximate unless dimensioned.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Manufacturers:
   1. Cerro Wire.
   2. General Cable.
   3. Southwire Co.
B. Substitutions: Must be submitted for review before purchase.
C. Product Description: Single conductor insulated wire.
D. Conductor: Copper.

2.2 WIRING CONNECTORS

A. Split Bolt Connectors:
   1. Manufacturers:
      a. ABB.
      b. Burndy.
      c. ILSCO.
   2. Substitutions: Must be submitted for review before purchase.
B. Solderless Pressure Connectors:
   1. Manufacturers:
      a. 3M.
      b. Ideal.
   2. Substitutions: Must be submitted for review before purchase.
C. Compression Connectors:
   1. Manufacturers:
      a. 3M.
      b. Ideal.
      c. Burndy.
   2. Substitutions: Must be submitted for review before purchase.

2.3 TERMINATIONS

A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression-type copper.
B. Lugs for Wires 4 AWG and Larger: Color keyed, compression-type copper, with insulating sealing collars.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify interior of building is protected from weather.
B. Verify mechanical work likely to damage wire and cable is complete.
C. Verify raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

A. Route wire and cable to meet Project conditions.
B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
C. Identify wire and cable under provisions of Section 26 05 53 “Identification for Electrical Systems.” Identify each conductor with circuit number or other designation indicated.
D. Special Techniques
    1. Building Wire in Raceway:
        a. Pull conductors into raceway at same time.
        b. Install building wire 4 AWG and larger with pulling equipment.
    2. Cable:
        a. Protect exposed cable from damage.
        b. Use suitable cable fittings and connectors.
    3. Wiring Connections:
        a. Clean conductor surfaces before installing lugs and connectors.
        b. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
        c. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
        d. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
        e. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
        f. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
E. Install crimp on fork terminals on stranded cable for device terminations. Do not place bare stranded conductors directly under screws.
F. Install terminal lugs on ends of 600-volt wires unless lugs are furnished on connected device, such as circuit breakers.
G. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.
H. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2.5 times normal potential of circuit.

3.4 WIRE COLOR

A. General:
   1. For wire sizes 10 AWG and smaller, install wire colors in accordance with:
      a. Black and red for single phase circuits at 120/240 volts.
      b. Black, red, and blue for circuits at 120/208 volts single or 3 phase.
      c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
   2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices, and boxes. Colors are as follows:
      a. Black and red for single phase circuits at 120/240 volts.
      b. Black, red, and blue for circuits at 120/208 volts single or 3 phase.
      c. Orange, brown, and yellow for circuits at 277/480 volts single or 3 phase.

B. Neutral Conductors: White. When 2 or more neutrals are in one conduit, individually identify each with proper circuit number.

C. Branch Circuit Conductors: Install 3 or 4 wire home runs with each phase uniquely color coded.

D. Feeder Circuit Conductors: Uniquely color code each phase.

E. Ground Conductors:
   1. For 6 AWG and smaller: Green.
   2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.5 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Rod electrodes.
   2. Active electrodes.
   3. Wire.
   4. Grounding well components.
   5. Mechanical connectors.
   6. Exothermic connections.

B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
B. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
C. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
D. NFPA 70 - National Electrical Code.

1.3 SYSTEM DESCRIPTION

A. Grounding systems use the following elements as grounding electrodes:
   1. Rod electrode.
   2. Plate electrode.

1.4 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 25 ohms maximum.

1.5 SUBMITTALS

A. Product Data: Submit data on grounding electrodes and connections.
B. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
C. Manufacturer's Installation Instructions: Submit for active electrodes.
D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and grounding electrodes.

1.7 QUALITY ASSURANCE

A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.
B. Perform Work in accordance with Authority Having Jurisdiction (AHJ).
C. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified herein with minimum three years' experience.
B. Installer: Company specializing in performing work herein.

1.9 PRE-INSTALLATION MEETINGS

A. Convene minimum one week prior to commencing work herein.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
C. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

1.11 COORDINATION

A. Complete grounding and bonding of building reinforcing steel prior concrete placement.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Manufacturers:
   1. Harger Lightning and Grounding.
   2. nVent (ERICO).
   3. Substitutions: Must be submitted for review before purchase.
B. Product Description:
   1. Material: Copper-clad steel.
   2. Diameter: 3/4-inch.
   3. Length: 10 feet.
C. Connector: Connector for exothermic welded connection.

2.2 WIRE

A. Material: Stranded copper.
B. Foundation Electrodes: See Project Drawings.
C. Grounding Electrode Conductor: Copper conductor bare.
D. Bonding Conductor: Copper conductor insulated.

2.3 MECHANICAL CONNECTORS

A. Manufacturers:
   1. Harger Lightning and Grounding.
   2. nVent (ERICO)
   3. Burndy
   4. Substitutions: Must be submitted for review before purchase.
B. Description: Bronze connectors, suitable for grounding and bonding applications, in configurations required for particular installation.

2.4 EXOTHERMIC CONNECTIONS

A. Manufacturers:
   1. Harger Lightning and Grounding.
   2. nVent (ERICO)
   3. Burndy
   4. Substitutions: Must be submitted for review before purchase.
B. Product Description: Exothermic materials, accessories, and tools for preparing and making permanent field connections between grounding system components.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify final backfill and compaction has been completed before driving rod electrodes.

3.2 PREPARATION

A. Remove all paint, rust, mill oils, and surface contaminants at connection points.

3.3 INSTALLATION

A. Install in accordance with IEEE 142.
B. Install rod electrodes at locations as indicated on Drawings. Install additional rod electrodes to achieve specified resistance to ground.
C. Install grounding and bonding conductors concealed from view.
D. Install grounding well pipe with cover at each rod location. Install well pipe top flush with finished grade.
E. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
F. Permanently ground entire light and power system in accordance with NEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
G. Install branch circuits feeding isolated ground receptacles with separate insulated grounding conductor, connected only at isolated ground receptacle, ground terminals, and at ground bus of serving panel.
H. Permanently attach equipment and grounding conductors prior to energizing equipment.
I. Install Work in accordance with Authority Having Jurisdiction (AHJ).

3.4 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.
B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
C. Perform ground resistance testing in accordance with IEEE 142.
D. Perform leakage current tests in accordance with NFPA 99.
E. Perform continuity testing in accordance with IEEE 142.
F. When improper grounding is found on receptacles, check receptacles in entire Project and correct. Perform retest.

END OF SECTION

SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Steel slotted support systems.
   2. Conduit and cable support devices.
   3. Support for conductors in vertical conduit.
   4. Structural steel for fabricated supports and restraints.
   5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.components.
   6. Fabricated metal equipment support assemblies.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Signed and sealed by a qualified professional engineer. For fabrication and installation details for electrical hangers and support systems.
   1. Hangers. Include product data for components.
   2. Slotted support systems.
   3. Equipment supports.
   4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated Design Submittal: For hangers and supports for electrical systems.
   1. Include design calculations and details of hangers and support racks.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch diameter holes at a maximum of 8 inch on center in at least one surface.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. ABB (Electrification Products Division).
      b. Atkore International (Allied Tube & Conduit).
      c. Atkore International (Unistrut).

d. Eaton (B-line).
e. Flex-Strut Inc.
f. Haydon Corporation.
g. nVent (CADDY).

2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
3. Material for Channel, Fittings, and Accessories: Galvanized steel .
4. Channel Width: 1-5/8 inch 13/16 inch Insert dimension.
5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs must have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A36 steel plates, shapes, and bars; black and galvanized.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
   a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      1) Hilti, Inc.
      2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
      3) MKT Fastening, LLC.
      4) Simpson Strong-Tie Co., Inc.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
   a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      1) Eaton (B-line).
      2) Hilti, Inc.
      3) ITW Ramset/Red Head; Illinois Tool Works, Inc.
      4) Insert manufacturer's name.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.

5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125, Grade A325.
6. Toggle Bolts: All steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
B. Materials: Comply with requirements in Section 05 50 00 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 SELECTION

A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:
   1. NECA NEIS 101.
B. Comply with requirements for raceways and boxes specified in Section 26 05 33 "Raceway and Boxes for Electrical Systems."
C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERMC as required by NFPA 70. Minimum rod size must be 1/4 inch in diameter.
D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 ercent in future without exceeding specified design load limits.
   1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.
E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2 inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 INSTALLATION OF SUPPORTS

A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.
B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination must be weight of supported components plus 200 lb.
C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
   1. To New Concrete: Bolt to concrete inserts.
   2. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
   3. To Existing Concrete: Expansion anchor fasteners.

4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inch thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inch thick.
5. To Steel: Welded threaded studs complying with AWS D1.1, with lock washers and nuts.
6. To Light Steel: Sheet metal screws.
7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.

D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Section 05 50 00 "Metal Fabrications" for site-fabricated metal supports.
B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
C. Field Welding: Comply with AWS D1.1. Submit welding certificates.

END OF SECTION

SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 26 05 19 “Low-Voltage Electrical Power Conductors and Cables.”
   3. Section 26 05 26 “Grounding and Bonding for Electrical Systems.”
   4. Section 26 05 53 “Identification for Electrical Systems.”

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
B. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
C. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
E. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
F. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

A. Raceway and boxes located as indicated on Drawings and other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
B. Conduit identified on Project Drawings.

1.4 DESIGN REQUIREMENTS

A. Minimum Raceway Size: 3/4-inch unless otherwise specified.

1.5 SUBMITTALS

A. For Product data, submit for:
   1. Flexible metal conduit.
   2. Nonmetallic conduit.
   3. Conduit bodies.
   4. Pull and junction boxes.
   5. Handholes.
B. Manufacturer Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
B. Protect PVC conduit from sunlight.

1.7 COORDINATION

A. Coordinate installation of outlet boxes for equipment connected under Section 26 05 19 “Low-Voltage Electrical Power Conductors and Cables.”
B. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 - PRODUCTS

2.1 METAL CONDUIT

A. Manufacturers:
   1. Appleton.
   2. Republic Conduit.
   3. Western Tube and Conduit.
   4. Substitutions: Must be submitted for review before purchase.
B. Rigid Steel Conduit: ANSI C80.1.
C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.2 PVC-COATED METAL CONDUIT

A. Manufacturers:
   1. ABB.
   2. Plasti-Bond.
   3. Substitutions: Must be submitted for review before purchase.
B. Product Description: NEMA RN 1; rigid-steel conduit with external PVC coating, 20 mil thick.
C. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Appleton.
   2. Atkore International.
   3. Southwire Company.
   4. Substitutions: Must be submitted for review before purchase.
B. Product Description: Interlocked steel construction.
C. Fittings: NEMA FB 1.

2.4 NONMETALLIC CONDUIT

A. Manufacturers:
   1. ABB.
   2. Emerson.
   3. Substitutions: Must be submitted for review before purchase.
B. Product Description: NEMA TC 2; Schedule 40 PVC.
C. Fittings and Conduit Bodies: NEMA TC 3.

2.5 OUTLET BOXES

A. Manufacturers:
   1. Emerson Electric.
   2. Raco Taymac Bell.
   3. Carlon.
   4. Substitutions: Must be submitted for review before purchase.
B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
   1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2-inch male fixture studs where required.
   2. Concrete Ceiling Boxes: Concrete type.
C. Nonmetallic Outlet Boxes: NEMA OS 2.
D. Cast Boxes: NEMA FB 1, Type FD, aluminum. Furnish gasketed cover by box manufacturer.

2.6 PULL AND JUNCTION BOXES

A. Manufacturers:
   1. Jensen.
   2. Oldcastle.
   3. Substitutions: Must be submitted for review before purchase.
B. Fiberglass Concrete Composite Handholes: Die-molded, glass-fiber concrete composite hand holes:
   1. Cable Entrance: Precut cable entrance at center bottom of each side. Size determined by number of conduits.
   2. Cover: Glass-fiber concrete composite, weatherproof cover with nonskid finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

A. Install Work in accordance with Authority Having Jurisdiction (AHJ) standards.

3.3 INSTALLATION - RACEWAY

A. All interior conduit installed in a concealed area (behind wall, above ceiling, etc.) shall be EMT.
B. All exposed and above-grade conduit shall be rigid galvanized steel (RMC).
C. All underground service entrance conduit shall be PVC-coated steel or concrete-encased schedule 40 PVC.
D. All conduit shall be routed perpendicular to building lines where exposed to view.
E. When transitioning from below grade to above grade, use PVC-coated rigid conduit ELLs. Any conduit located within 18 inches of surface when transitioning from below grade to above grade shall be PVC-coated rigid conduit.
F. When crossing obstructions/utilities, new conduit shall have a 12-inch minimum clearance unless otherwise indicated on Project Drawings or Specifications.
G. All conduit and cable routing are shown diagrammatically on Project Drawings. Determine final routing in the field to avoid any damage or interference with other systems, meet all NEC requirements, and manufacturer's recommended installation procedures.
H. Because of Electrical Drawings small scale, it is not possible to indicate all details of each conduit run. Investigate landscaping and finish conditions affecting work and arrange work accordingly. Providing items such as fittings, elbows, pull boxes, and accessories as required to meet Project conditions.
I. Conduit trenches with multiple conduits shall have a 2-inch spacing between conduits with spacers at 10-foot intervals.
J. Provide pull boxes at intervals that comply with Project Drawings, Specifications, and meet National Electric Code (NEC) requirements.
K. All spare or unused conduits installed under this Project shall have a pull string installed and each conduit end capped to stop entrance of moisture and debris.
L. Maintain clearance between raceway and piping for maintenance purposes.
M. Maintain 12-inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.
N. Cut conduit square using saw or pipe cutter; de-burr cut ends.
O. Bring conduit to shoulder of fittings; fasten securely.
P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full, even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2-inch size.
R. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
S. Install fittings to accommodate expansion and deflection where raceway crosses and expansion joints.
T. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
U. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

3.4 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.
B. Install knockout closures in unused openings in boxes.

3.5 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.
B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates.
   2. Labels.
   3. Wire markers.
   4. Conduit markers.
   5. Stencils.
   6. Underground Warning Tape.
   7. Lockout Devices.

B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Product Data:
   1. Submit manufacturer's catalog literature for each product required.
   2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.

B. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with Authority Having Jurisdiction (AHJ).

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept identification products on site in original containers. Inspect for damage.

B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers:
   1. Craftmark Pipe Marker.
   2. Kolbi Pipe Marker.
   3. Seton Identification Products.
   4. Substitutions: Must be submitted for review before purchase.
B. Product Description: Laminated three-layer plastic with engraved black letters on white contrasting background color.
C. Letter Size:
   1. 1/8-inch-high letters for identifying individual equipment and loads.
   2. 1/4-inch-high letters for identifying grouped equipment and loads.
D. Minimum nameplate thickness: 1/8-inch.

2.2 LABELS

A. Manufacturers:
   1. Brady ID.
   2. Seton Identification Products.
   3. Substitutions: Must be submitted for review before purchase.
B. Labels: Embossed adhesive tape, with 3/16-inch white letters on black background.

2.3 WIRE MARKERS

A. Manufacturers:
   1. Brady ID.
   2. Ideal Industries.
   3. Substitutions: Must be submitted for review before purchase.
B. Description: Tubing-type wire markers.
C. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.
   2. Control Circuits: Control wire number as indicated on Drawings.

2.4 CONDUIT AND RACEWAY MARKERS

A. Manufacturers:
   1. Brady ID.
   2. Ideal Industries.
   3. Seton Identification Products.
   4. Substitutions: Must be submitted for review before purchase.
B. Description: Labels fastened with adhesive.
C. Color:
   1. Medium Voltage System: Black lettering on white background.
   2. 480 Volt System: Black lettering on white background.
   3. 208 Volt System: Black lettering on white background.
D. Legend:
   1. Medium Voltage System: HIGH VOLTAGE.
   2. 480 Volt System: 480 VOLTS.
   3. 208 Volt System: 208 VOLTS.

2.5 STENCILS

A. Manufacturers:
   1. Kolbi Pipe Marker.
   2. Seton Identification Products.
   3. Substitutions: Must be submitted for review before purchase.
B. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Raceway: 1/2-inch-high letters.
   2. 2.5 to 6 inches Outside Diameter of Raceway: 1-inch-high letters.
C. Stencil Paint: Semi-gloss enamel, black lettering on white background.

2.6 UNDERGROUND WARNING TAPE

A. Manufacturers:
   1. Brady ID.
   2. Kolbi Pipe Marker.
   3. Seton Identification Products.
   4. Substitutions: Must be submitted for review before purchase.
B. Description: 4-inch-wide plastic tape, detectable type, colored red, with suitable warning legend describing buried electrical lines.

2.7 LOCKOUT DEVICES

A. Lockout Hasps:
   1. Manufacturers:
      a. Brady ID.
      b. Master Lock Co.
      c. Substitutions: Must be submitted for review before purchase.
   2. Anodized aluminum hasp with erasable label surface; size minimum 7-1/4 by 3 inches.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

A. Install identifying devices after completion of painting.
B. Nameplate Installation:
   1. Install nameplate parallel to equipment lines.
   2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
   3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
   4. Secure nameplate to equipment front using screws.
   5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.

6. Install nameplates for:
    a. Switchboards.
    b. Panelboards.
    c. Transformers.
    d. Service Disconnects.

C. Label Installation:
1. Install label parallel to equipment lines.
2. Install label for identification of individual control device stations,.
3. Install labels for permanent adhesion and seal with clear lacquer.

D. Wire Marker Installation:
1. Install wire marker for each conductor at each load connection.
2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
3. Install labels at data outlets identifying patch panel and port designation as indicated on Drawings.

E. Conduit Marker Installation:
1. Install conduit marker for each conduit longer than 6 feet.
2. Conduit Marker Spacing: 20 feet on center.
3. Raceway Painting: Identify conduit using field painting
    a. Paint colored band on each conduit longer than 6 feet.
    b. Paint bands 20 feet on center.
    c. Color:
        1) 480 Volt System: Blue.
        2) 208 Volt System: Yellow.

F. Apply stencil to items identified on Project Drawings.

G. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches below finished grade, directly above buried conduit, raceway, or cable.

END OF SECTION

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Power panelboards.
   2. Lighting and appliance branch-circuit panelboards.
   3. Disconnecting and overcurrent protective devices.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. GFEP: Ground-fault equipment protection.
B. VPR: Voltage protection rating.

1.3 ACTION SUBMITTALS

A. Product Data:
   1. Power panelboards.
   2. Lighting and appliance branch-circuit panelboards.
   3. Load centers.
   4. Electronic-grade panelboards.
   5. Disconnecting and overcurrent protective devices.
   6. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
   7. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.
   1. Include dimensioned plans, elevations, sections, and details.
   2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
   3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
   4. Detail bus configuration, current, and voltage ratings.
   5. Short-circuit current rating of panelboards and overcurrent protective devices.
   6. Include evidence of listing, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for series rating of installed devices.
   7. Include evidence of listing, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for SPD as installed in panelboard.
   8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
   9. Include wiring diagrams for power, signal, and control wiring.
   10. Key interlock scheme drawing and sequence of operations.

C. Field Quality-Control Submittals:
   1. Field quality-control reports.

1.4 INFORMATIONAL SUBMITTALS

A. Panelboard Schedules: For installation in panelboards.
B. Manufacturers' Published Instructions: Record copy of official installation and testing instructions issued to Installer by manufacturer for the following:
   1. Recommended procedures for installing panelboards.
   2. Recommended torque settings for bolted connections on panelboards.
   3. Recommended temperature range for energizing panelboards.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Special Tools: Furnish to Owner proprietary equipment, keys, and software required to operate, maintain, repair, adjust, or implement future changes to panelboards, that are packaged with protective covering for storage on-site and identified with labels describing contents. Include the following:
   1. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

1.6 WARRANTY

A. Special Installer Extended Warranty: Installer warrants that fabricated and installed panelboards perform in accordance with specified requirements and agrees to repair or replace components or products that fail to perform as specified within extended-warranty period.
   1. Extended-Warranty Period: 2 years from date of Substantial Completion; full coverage for labor, materials, and equipment.
B. Special Manufacturer Extended Warranty: Manufacturer warrants that panelboards perform in accordance with specified requirements and agrees to provide repair or replacement of components or products that fail to perform as specified within extended-warranty period.
   1. Extended-Warranty Period: 5 years from date of Substantial Completion; full coverage for labor, materials, and equipment.

PART 2 - PRODUCTS

2.1 PANELBOARDS AND LOAD CENTERS COMMON REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing agency recognized by authorities having jurisdiction, and marked for intended location and application.
B. Comply with NEMA PB 1.
C. Comply with NFPA 70.
D. Enclosures: Surface-mounted, dead-front cabinets.
   1. Rated for environmental conditions at installed location.
      a. Outdoor Locations: UL 50E, Type 3R.
   2. Height: 7 ft maximum.
   3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims must cover live parts and may have no exposed hardware.
   4. Insert optional features.

E. Incoming Mains:
   1. Location: Convertible between top and bottom.
F. Phase, Neutral, and Ground Buses:
   1. Material: Hard-drawn copper, 98 percent conductivity.
G. Conductor Connectors: Suitable for use with conductor material and sizes.
   1. Material: Hard-drawn copper, 98 percent conductivity.
   2. Main and Neutral Lugs: Mechanical type, with lug on neutral bar for each pole in panelboard.
   3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with lug on bar for each pole in panelboard.
H. Quality-Control Label: Panelboards or load centers must be labeled, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards or load centers must have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.
I. Future Devices: Panelboards or load centers must have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
J. Panelboard Short-Circuit Current Rating:
   1. Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for 100 percent interrupting capacity.
K. Surge Suppression: Factory installed as integral part of indicated panelboards, complying with UL 1449 SPD Type 2.

2.2 POWER PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, [**provide products by the following**] [**provide products by one of the following**] [**available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following**]:
   1. ABB, Electrification Business.
   2. Eaton.
   3. Siemens Industry, Inc., Energy Management Division.
   4. Square D; Schneider Electric USA.

B. Listing Criteria: NEMA PB 1, distribution type.
C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
   1. For doors more than Insert dimension high, provide two latches, keyed alike.

D. Mains: Circuit breaker.
E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, [**provide products by the following**] [**provide products by one of the following**] [**available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following**]:

1. ABB, Electrification Business.
2. Eaton.
3. Siemens Industry, Inc., Energy Management Division.
4. Square D; Schneider Electric USA.

B. Listing Criteria: NEMA PB 1, lighting and appliance branch-circuit type.
C. Mains: Circuit breaker.
D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
E. Contactors in Main Bus: NEMA ICS 2, Class A, electrically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.
   1. External Control-Power Source: 120 V branch circuit.
F. Doors: Door-in-door construction with concealed hinges; secured with flush latch with tumbler lock; keyed alike.
G. Column-Type Panelboards: Single row of overcurrent devices with narrow gutter extension.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. ABB, Electrification Business.
   2. Eaton.
   3. Siemens Industry, Inc., Energy Management Division.
   4. Square D; Schneider Electric USA.

B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
   1. Thermal-Magnetic Circuit Breakers:
      a. Inverse time-current element for low-level overloads.
      b. Instantaneous magnetic trip element for short circuits.
      c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
   2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
   3. Electronic Trip Circuit Breakers:
      a. RMS sensing.
      b. Field-replaceable rating plug or electronic trip.
      c. Digital display of settings, trip targets, and indicated metering displays.
      d. Multi-button keypad to access programmable functions and monitored data.
      e. Ten-event, trip-history log. Each trip event must be recorded with type, phase, and magnitude of fault that caused trip.
      f. Integral test jack for connection to portable test set or laptop computer.
      g. Field-Adjustable Settings:
         1) Instantaneous trip.
         2) Long- and short-time pickup levels.
         3) Long and short time adjustments.
         4) Ground-fault pickup level, time delay, and I squared T response.
   4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.

5. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6 mA trip).
6. GFEP Circuit Breakers: Class B ground-fault protection (30 mA trip).
7. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240 V, single-pole configuration.
8. Subfeed Circuit Breakers: Vertically mounted.
9. MCCB Features and Accessories:
    a. Standard frame sizes, trip ratings, and number of poles.
    b. Breaker handle indicates tripped status.
    c. UL listed for reverse connection without restrictive line or load ratings.
    d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
    e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
    f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
    g. Communication Capability: Universal-mounted communication module with functions and features compatible with power monitoring and control system specified in Section 26 09 13 "Electrical Power Monitoring and Control."
    h. Shunt Trip: 120 V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
    i. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
    j. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

C. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.
1. Fuses and Spare-Fuse Cabinet: Comply with requirements specified in Section 26 28 13 "Fuses."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with manufacturer's published instructions.
B. Reference Standards:
1. Panelboards: Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NEMA PB 1.1.
2. Consult Architect for resolution of conflicting requirements.
C. Special Techniques:
1. Comply with mounting and anchoring requirements specified in Section 26 05 48.16 "Seismic Controls for Electrical Systems."
2. Mount top of trim 7.5 ft above finished floor unless otherwise indicated.
3. Mount panelboard cabinet plumb and rigid without distortion of box.
4. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
5. Install overcurrent protective devices and controllers not already factory installed.
    a. Set field-adjustable, circuit-breaker trip ranges.

6. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
7. Install filler plates in unused spaces.
8. Stub four 1 inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in future. Stub four 1 inch empty conduits into raised floor space or below slab not on grade.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems."
B. Panelboard Nameplates: Label each panelboard with nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
C. Device Nameplates: Label each branch circuit device in power panelboards with nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
D. Install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems" identifying source of remote circuit.
E. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles must be located on interior of panelboard door.
F. Breaker Labels: Faceplate must list current rating, UL and IEC certification standards, and AIC rating.
G. Circuit Directory:
    1. Provide directory card inside panelboard door, mounted in metal frame with transparent protective cover.
        a. Circuit directory must identify specific purpose with detail sufficient to distinguish it from other circuits.
    2. Provide computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
        a. Circuit directory must identify specific purpose with detail sufficient to distinguish it from other circuits.
    3. Create directory to indicate installed circuit loads, incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

3.3 FIELD QUALITY CONTROL

A. Acceptance Testing Preparation:
    1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
    2. Test continuity of each circuit.
B. Field tests and inspections must be witnessed by Engineer.
C. Tests and Inspections:
    1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers and low-voltage surge arrestors stated in NETA ATS, Paragraph 7.6 Circuit Breakers and Paragraph 7.19.1 Surge Arrestors, Low-Voltage. Perform optional tests. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Nonconforming Work:
   1. Panelboards will be considered defective if they do not pass tests and inspections.
   2. Remove and replace defective units and retest.

E. Collect, assemble, and submit test and inspection reports, including certified report that identifies panelboards included and that describes scanning results, with comparisons of two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

F. Manufacturer Services:
   1. Engage factory-authorized service representative to support field tests and inspections.

END OF SECTION

SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fusible switches.
   2. Nonfusible switches.
   3. Enclosures.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. GFEP: Ground-fault circuit-interrupter for equipment protection.
B. GFLS: Ground-fault circuit-interrupter for life safety.
C. SPDT: Single pole, double throw.

1.3 ACTION SUBMITTALS

A. Product Data:
   1. For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
   2. Enclosure types and details for types other than UL 50E, Type 1.
   3. Current and voltage ratings.
   4. Short-circuit current ratings (interrupting and withstand, as appropriate).

B. Shop Drawings: For enclosed switches and circuit breakers.
   1. Include plans, elevations, sections, details, and attachments to other work.
   2. Include wiring diagrams for power, signal, and control wiring.

C. Field Quality-Control Submittals:
   1. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Warranty documentation.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Spare Parts: Furnish to Owner spare parts, for repairing enclosed switches and circuit breakers, that are packaged with protective covering for storage on-site and identified with labels describing contents. Include the following:
   1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
   2. Fuse Pullers: Two for each size and type.

1.6 WARRANTY

A. Special Installer Extended Warranty: Installer warrants that fabricated and installed enclosed switches and circuit breakers perform in accordance with specified requirements and agrees to repair or replace components or products that fail to perform as specified within extended-warranty period.
   1. Extended-Warranty Period: 2 years from date of Substantial Completion; full coverage for labor, materials, and equipment.

B. Special Manufacturer Extended Warranty: Manufacturer warrants that enclosed switches and circuit breakers perform in accordance with specified requirements and agrees to provide repair or replacement of components or products that fail to perform as specified within extended-warranty period.
   1. Extended-Warranty Period: 5 years from date of Substantial Completion; full coverage for labor, materials, and equipment.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain products from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

2.2 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. ABB, Electrification Business.
   2. Eaton.
   3. Siemens Industry, Inc., Energy Management Division.
   4. Square D; Schneider Electric USA.

B. Type HD, Heavy Duty:
   1. Single and Double throw.
   2. Three pole.
   3. 240 and/or 600 V(ac).
   4. 200 A and smaller.
   5. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses.
   6. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:
   1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
5. Service-Rated Switches: Labeled for use as service equipment.
6. Hookstick Handle: Allows use of hookstick to operate handle.
7. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Contact rating - 120 V(ac).
8. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.3 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. ABB, Electrification Business.
   2. Eaton.
   3. Siemens Industry, Inc., Energy Management Division.
   4. Square D; Schneider Electric USA.

B. Type GD, General Duty, Three Pole, Single Throw, 240 V(ac), 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.

C. Type HD, Heavy Duty, Three Pole, Single Throw, 600 V(ac), 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

D. Type HD, Heavy Duty, Three Pole, Double Throw, 600 V(ac), 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

E. Accessories:
   1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
   2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
   3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
   4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
   5. Service-Rated Switches: Labeled for use as service equipment.
   6. Hookstick Handle: Allows use of hookstick to operate handle.
   7. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.4 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, UL 50E, and UL 50, to comply with environmental conditions at installed location.

B. Enclosure Finish: Enclosure must be:
   1. gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (UL 50E Type 1);

2. gray baked enamel paint, electrodeposited on cleaned, phosphatized galvannealed steel (UL 50E Types 3R, 12);
3. a brush finish on Type 304 stainless steel (UL 50E Type 4-4X stainless steel).

C. Conduit Entry: UL 50E Types 4, 4X, and 12 enclosures may not contain knockouts. UL 50E Types 7 and 9 enclosures must be provided with threaded conduit openings in both endwalls.

D. Operating Mechanism:
1. Circuit-breaker operating handle must be:
a. externally operable with operating mechanism being integral part of box, not cover; and
b. directly operable through dead front trim of enclosure (UL 50E Type 3R).

E. Cover interlock mechanism must have externally operated override. Override may not permanently disable interlock mechanism, which must return to locked position once override is released. Tool used to override cover interlock mechanism must not be required to enter enclosure in order to override interlock.

F. Enclosures designated as UL 50E Type 4, 4X stainless steel, 12, or 12K must have dual cover interlock mechanism to prevent unintentional opening of enclosure cover when circuit breaker is ON and to prevent turning circuit breaker ON when enclosure cover is open.

G. UL 50E Type 7/9 enclosures must be furnished with breather and drain kit to allow their use in outdoor and wet location applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
1. Commencement of work will indicate Installer's acceptance of areas and conditions as satisfactory.

3.2 SELECTION OF ENCLOSURES

A. Indoor, Dry and Clean Locations: UL 50E, Type 1.

B. Outdoor Locations: UL 50E, Type 3R.

C. Other Wet or Damp, Indoor Locations: UL 50E, Type 4.

D. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: UL 50E, Type 12.

E. Hazardous Areas Indicated on Drawings: UL 50E, Type 7.

3.3 INSTALLATION

A. Comply with manufacturer's published instructions.

B. Special Techniques:
1. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

2. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
3. Comply with mounting and anchoring requirements specified in Section 26 05 48.16 "Seismic Controls for Electrical Systems."
4. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
5. Install fuses in fusible devices.

3.4 IDENTIFICATION

A. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."
1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.5 FIELD QUALITY CONTROL

A. Field tests and inspections must be witnessed by Engineer Architect.
B. Tests and Inspections for Switches:
1. Visual and Mechanical Inspection:
a. Inspect physical and mechanical condition.
b. Inspect anchorage, alignment, grounding, and clearances.
c. Verify that unit is clean.
d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
e. Verify that fuse sizes and types match the Specifications and Drawings.
f. Verify that each fuse has adequate mechanical support and contact integrity.
g. Inspect bolted electrical connections for high resistance using one of the following methods:
1) Use low-resistance ohmmeter.
a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of lowest value.
2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
a) Bolt-torque levels must be in accordance with manufacturer's published data. In absence of manufacturer's published data, use NETA ATS Table 100.12.
h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on Drawings.
i. Verify correct phase barrier installation.
j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.
2. Electrical Tests:
a. Perform resistance measurements through bolted connections with low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.

b. Measure contact resistance across each switchblade fuseholder. Drop values may not exceed high level of manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.
c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In absence of manufacturer's published data, use Table 100.1 from NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
e. Perform ground fault test in accordance with NETA ATS Section 7.14 "Ground Fault Protection Systems, Low-Voltage."

C. Tests and Inspections for Molded-Case Circuit Breakers:
1. Visual and Mechanical Inspection:
a. Verify that equipment nameplate data are as described in the Specifications and shown on Drawings.
b. Inspect physical and mechanical condition.
c. Inspect anchorage, alignment, grounding, and clearances.
d. Verify that unit is clean.
e. Operate circuit breaker to ensure smooth operation.
f. Inspect bolted electrical connections for high resistance using one of the following methods:
1) Use low-resistance ohmmeter.
a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of lowest value.
2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
a) Bolt-torque levels must be in accordance with manufacturer's published data. In absence of manufacturer's published data, use NETA ATS Table 100.12.
g. Inspect operating mechanism, contacts, and chutes in unsealed units.
h. Perform adjustments for final protective device settings in accordance with coordination study.
2. Electrical Tests:
a. Perform resistance measurements through bolted connections with low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.
b. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In absence of manufacturer's published data, use Table 100.1 from NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.

c. Perform contact/pole resistance test. Drop values may not exceed high level of manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.
d. Perform insulation resistance tests on control wiring with respect to ground. Applied potential must be 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable. Test duration must be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values may be no less than 2 M Ω.
e. Determine the following by primary current injection:
1) Long-time pickup and delay. Pickup values must be as specified. Trip characteristics may not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
2) Short-time pickup and delay. Short-time pickup values must be as specified. Trip characteristics may not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
3) Ground-fault pickup and time delay. Ground-fault pickup values must be as specified. Trip characteristics may not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
4) Instantaneous pickup. Instantaneous pickup values must be as specified and within manufacturer's published tolerances.

3. Test and adjust controls, remote monitoring, and safeties.

D. Nonconforming Work:
1. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
2. Remove and replace defective units and retest.

E. Collect, assemble, and submit test and inspection reports.
1. Test procedures used.
2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
3. List deficiencies detected, remedial action taken, and observations after remedial action.

F. Manufacturer Services:
1. Engage factory-authorized service representative to support field tests and inspections.

3.6 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
B. Set field-adjustable circuit-breaker trip ranges to values indicated on Drawings.

3.7 PROTECTION

A. After installation, protect enclosed switches and circuit breakers from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

3.8 MAINTENANCE

A. Infrared Scanning of Enclosed Switches and Breakers: 2 months after Substantial Completion, perform infrared scan of joints and connections. Remove covers so joints and connections are accessible to portable scanner. Take visible light photographs at same locations and orientations as infrared scans for documentation to ensure follow-on scans match same conditions for valid comparison.
   1. Instruments and Equipment: Use infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
   2. Follow-up Infrared Scanning: Perform 2 follow-up infrared scans of enclosed switches and breakers, one at 4 months and another at 11 months after Substantial Completion.
   3. Instrument: Use infrared-scanning device designed to measure temperature or to detect significant deviations from normal values. Provide documentation of device calibration.
   4. Report: Prepare certified report that identifies units checked and that describes scanning results. Include notation of deficiencies detected, remedial actions taken, and scanning observations after remedial action.

END OF SECTION

SECTION 26 56 00 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes exterior luminaries, poles, and accessories.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 26 05 00 “Basic Electrical Methods.”
   3. Section 26 05 26 “Grounding and Bonding for Electrical Systems.”

1.2 REFERENCES

A. ANSI C82.1 - American National Standard for Lamp Ballast-Line Frequency Fluorescent Lamp Ballast.
B. ANSI C82.4 - American National Standard for Ballasts-for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type).
C. ANSI O5.1 - Wood Poles, Specifications and Dimensions.

1.3 SUBMITTALS

A. Refer to Section 26 05 00 “Basic Electrical Methods.”
B. Shop Drawings: Indicate dimensions and components for each luminaire not standard Product of manufacturer.
C. Product Data: Submit dimensions, ratings, and performance data.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified herein with minimum 3 years’ experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Refer to manufacturer information for product storage and handling.
B. Store and handle solid wood poles in accordance with ANSI O5.1.

1.6 COORDINATION

A. Furnish bolt templates and pole mounting accessories to installer of pole foundations.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. Product Description: Complete exterior luminaire assemblies, with features, options, and accessories as scheduled.

2.2 LED LIGHTS

A. Substitutions: Must be submitted for review before purchase.
B. Product Description: Light fixtures as described in the Project equipment list with 120V LED bulbs, suitable for mounting on round pole.

2.3 METAL POLES

A. Manufacturers:
   1. Hapco.
   2. Millerbernd Manufacturing.
   3. RAB Lighting.
   4. Substitutions: Must be submitted for review before purchase.
B. Material and Finish: Concrete with exposed aggregate finish.
C. Section Shape and Dimensions: Round tapered.
D. Height: Refer to Project Drawings.
E. Base: Nonbreakaway.
   1. Handhole.
   2. Anchor bolts.
F. Loading Capacity Ratings:
   1. Luminaire Weight: 20 pounds.
   2. Steady Wind: 60 miles per hour, minimum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify foundations are ready to receive fixtures.

3.2 INSTALLATION

A. Install concrete bases for lighting poles at locations as indicated on Drawings.
B. Install poles plumb. Install double nuts to adjust plumb. Grout around each base.
C. Install lamps in each luminaire.
D. Bond and ground luminaries, metal accessories, and metal poles in accordance with Section 26 05 26 “Grounding and Bonding for Electrical Systems.” Install supplementary grounding electrode at each pole.

3.3 FIELD QUALITY CONTROL

A. After luminaries, accessories, and wiring are installed, verify pole is standing at 90 degrees vertical.
B. Operate each luminaire after installation and connection. Inspect for improper connections and operation.
C. Measure illumination levels.
D. Take measurements during night sky, without moon or with heavy overcast clouds effectively obscuring moon.

3.4 ADJUSTING

A. Aim and adjust luminaries to provide illumination levels and distribution.

3.5 CLEANING

A. Clean photometric control surfaces as recommended by manufacturer.
B. Clean finishes and touch up damage.

3.6 PROTECTION OF FINISHED WORK

A. Relamp luminaries having failed lamps at Substantial Completion.

END OF SECTION

SECTION 31 23 33 - TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating trenches for utilities.
   2. Compacted fill from top of utility bedding to subgrade elevations.
   3. Backfilling and compaction.

B. Related Requirements:
   1. Document: Geotechnical Report; bore hole locations and findings of subsurface materials.
   2. Division 01 Specification Sections apply to Work of this Section.
   3. Section 33 30 00 “Sanitary Sewer Utilities.”
   4. Section 33 40 00 “Storm Sewerage Utilities.”

1.2 REFERENCES

A. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
B. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18-inch Drop.
D. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
E. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
F. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

1.3 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 FIELD MEASUREMENTS

A. Verify that survey benchmark, control point, and intended elevations for the Work are as shown on Drawings.

1.5 COORDINATION

A. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Pipe bedding and encasement (to 6 inches above pipe) shall be per City of Midland details located in Plans.
B. Trench backfill shall be per the requirements of the local municipality. Refer to City of Midland details located in Plans.

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum locations.
B. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
C. Protect benchmarks, fences, paving, and curbs from excavating equipment and vehicular traffic.
D. Maintain and protect above and below grade utilities which are to remain.
E. Cut out soft areas of subgrade not capable of compaction in place. Backfill and compact to density equal to or greater than requirements for subsequent backfill material.

3.2 EXCAVATING

A. Excavate subsoil required for utilities.
B. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
C. Do not interfere with 45 degree bearing splay of foundations.
D. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
E. Remove lumped subsoil, boulders, and rock.
F. Correct areas over-excavated in accordance with Paragraph 3.1.E. of this Section.
G. Excavate trenches to indicated gradients, lines, depths, and elevations.
H. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
I. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
    1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.3 BACKFILLING

A. Backfill trenches to contours and elevations with unfrozen fill materials.
B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
C. Place and compact materials in equal continuous layers not exceeding 8 inches compacted depth.
D. Employ a placement method that does not disturb or damage existing or planned facilities.
E. Maintain optimum moisture content of fill materials.

F. Transport surplus fill materials to designated stockpile area with location and height coordinated with Owner. By completion of the Project, stockpiled materials shall be removed from the Project Site.
G. Place backfill on subgrades free of mud, frost, snow, or ice.
H. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
I. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
J. Place and compact final backfill of satisfactory soil to final subgrade elevation.
K. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.4 TOLERANCES

A. Top Surface of Backfilling Under Paved Areas: Plus, or minus 1/2-inch from required elevations.
B. Top Surface of General Backfilling: Plus, or minus 1-inch from required elevations.

3.5 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
    1. Red: Electric.
    2. Yellow: Gas, oil, steam, and dangerous materials.
    3. Orange: Telephone and other communications.
    4. Blue: Water systems.
    5. Green: Sewer systems.

3.6 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D1557, ASTM D2922, and ASTM D3017, and at the discretion of Engineer the following: ASTM D1556 and ASTM D2167.
B. Backfill Loose Lifts: 12-inch maximum.
C. Density Requirements:
    1. Top 4 feet of trench below subgrade equal to 95 percent ASTM D1557.
    2. Trench levels below 4 feet equal to 90 percent ASTM D1557.
D. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
E. Frequency of Tests: One test per 250 linear feet of trench, at lift level chosen by Engineer's Representative.

3.7 PROTECTION OF FINISHED WORK

A. Protect finished Work.
B. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 32 31 00 - STRUCTURAL CANTILEVER SLIDE GATE SYSTEM



PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work in this Section shall include furnishing all labor, materials, equipment and appliances necessary to complete all Cantilever Gate System(s) required for this Project in strict accordance with this Specification Section and Drawings. The gate and operator shall be specifically designed to complement each other as a system.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. UL 325 Gate Operator Requirements. See D.
   1. Operators shall be built to UL 325 standards and be listed by a testing laboratory. Complete all electrical work according to local codes and National Electrical Code. All fieldwork shall be performed in a neat and professional manner, completed to journeyman standards.
   2. Current safety standards require the use of multiple external sensors to be capable of reversing the gate in either direction upon sensing an obstruction. See 2.2 D.
   3. Vehicle gates should never be used by pedestrians. Separate pedestrian gates must always be provided when foot traffic is present.
   4. Current safety standards require gate operators to be designed and labeled for specific usage classes. Hydraulic Gate Operator are to be used on Class III and Class IV installations only.

B. ASTM F2200 - Standard Specification for Automated Vehicular Gate Construction. See 2.1 D.

C. ASTM F1184 - Standard Specification for Industrial and Commercial Horizontal Slide Gates, Type II, Class 2. See 3.2 B.

D. American Welding Society AWS D1.2 Structural Welding Code. See 2.1 C.

E. American Society of Civil Engineers - ASCD-7 Wind Load.

1.3 SUBMITTAL

A. Product Data:
   1. Provide manufacturer's catalog cuts with printed specifications and installation instructions.
   2. Deliver 2 copies of operation and maintenance data covering the installed products. Manual to include parts list showing manufacturer's names and part numbers for the gate operator.
   3. Each operator shall bear a label indicating that the operator mechanism has been tested for full power and pressure of all hydraulic components, full stress tests of all mechanical components, and electrical tests of all overload devices.

B. Shop Drawings:
   1. Supply Shop Drawings showing the relationship of operating systems with gate components, including details of all major components.
   2. Include complete details of gate construction, gate height and post spacing dimensions.
   3. Submit drawings showing connections to adjacent construction, range of travel, and all electrical and mechanical connections to the operator. All underground runs of electrical lines and inductive vehicle obstruction loop locations shall be indicated on drawings. Drawings shall also show the size and location of the concrete mounting pad.

C. Certification of Performance Criteria:
   1. Manufacturer of gate system shall provide certification stating the gate system includes the following material components that provide superior performance and longevity. Alternate designs built to minimum standards that do not include these additional structural features shall not be accepted.
      a. Gate track system shall be keyed to interlock into gate frame member (providing 200 percent additional strength when compared to weld only keyless systems). When interlocked with and welded to the "keyed" frame top member, gate track forms a composite structure.
      b. Gate shall have a minimum counterbalance length of 50 percent opening width which provides a 36 percent increase in lateral resistance (when compared to ASTM minimum of 40 percent counterbalance). If gate is ever to be automated, counterbalance section shall be filled with fabric or other specified material.
      c. To provide superior structural integrity, intermediate vertical members shall be used - with spacing between verticals to be less than 50 percent of the gate frame height.
      d. Entire gate frame (including counterbalance section) shall include 2 adjustable stainless or galvanized steel cables (minimum 3/16-inch) per bay to allow complete gate frame adjustment (maintaining strongest structural square and level orientation).
      e. Gate truck assemblies shall be tested for continuous duty and shall have precision ground and hardened components. Bearings shall be pre-lubricated and contain shock resistant outer races and captured seals.
      f. Gate truck assemblies shall be supported by a minimum 5/8-inch plated steel bolt with self aligning capability, rated to support a 2,000 pound reaction load.
      g. Hanger brackets shall be hot dipped galvanized steel with a minimum 3/8-inch thickness that is also gusseted for additional strength.
      h. Gate top track and supporting hangar bracket assemblies shall be certified by a licensed professional engineer to withstand a 2,000 pound vertical reaction load without exceeding allowable stresses.
      i. Gate is to be designed to meet specified ASCE-7 wind load requirements with the gate in the closed and latched condition only. Typical gate design is expected to operate satisfactorily in winds up to 30 MPH. Depending on gate panel infill, winds higher than 30 MPH may cause gate operational problems (if automated, operator entrapment may trigger; gate panel may not engage receiver). For sites with higher operational, non-typical, or specified wind loadings, manufacturer should be advised of the site conditions and a specifically engineered design will be offered.
   2. Manufacturer of hydraulic gate operator shall provide the following:
      a. Submit affidavits from the manufacturer demonstrating that the gate operator mechanism has been tested to 200,000 cycles without breakdown.

b. Each operator shall bear a label indicating that the operator mechanism has been tested. Operator is tested for full power and pressure of all hydraulic components, full stress tests of all mechanical components and electrical tests of all overload devices.

D. Certifications:
1. Gate in compliance with ASTM F2200, Standard Specification for Automated Vehicular Gate Construction per section 2.1 C.
2. If operated gate system, gate operator shall be in compliance with UL 325 as evidenced by UL listing label attached to gate operator.
3. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to ensure conformance to the AWS D1.2 welding code. Upon request, Individual Certificates of Welder Qualification documenting successful completion of the requirements of the AWS D1.2 code shall also be provided.
4. Manufacturer shall supply gate design performance certification as per section 1.3 C.
5. Hydraulic Gate Operator Installer: Must have a minimum of three years' experience installing similar equipment, provide proof of attending a HySecurity Technical Training within the previous three years, or obtain other significant manufacturer endorsement of technical aptitude, if required, during the submittal process.
6. Submit manufacturer's completed warranty registration for hydraulic gate operators to Owner.

PART 2 - PRODUCTS

2.1 CANTILEVER SLIDE GATE SYSTEM MANUFACTURERS

A. The cantilever sliding gate system shall be the TYMETAL Fortress Structural Cantilever Slide Gate, manufactured by TYMETAL Corp., 678 Wilbur Avenue, Greenwich, NY 12834, 800.328.4283.
B. Submit gate system and manufacturer to Engineer for review.
C. Gate manufacturer shall provide independent certification for the aluminum welders and welding process. See 1.2 D.
D. Gate manufacturer shall certify gate is manufactured in compliance with ASTM F2200, Standard Specification for Automated Vehicular Gate Construction and the operators are UL 325 compliant. See 1.3 C.1.

2.2 VEHICULAR SLIDE GATE OPERATOR

A. The Hydraulic Gate Operator shall the SlideDriver II SD50F with SmartTouch 725 (™) Controller and HyInverter AC Cabinet (230V AC Power Supply Backup) , manufactured by HySecurity, LLC., 800.321.9947.
B. The gate operator shall include a controller with integrated radio receiver, surge protection, and easy to read labeling standard.
C. Capacity:
1. The gate operator shall be rated to operate a gate weighing up to 2,000 pounds.
D. The gate operator shall be UL 325 compliant for Class I, II, III, and IV.
E. Operation:
1. Operation shall be by means of a metal rail passing between a pair of aluminum alloy wheels with polyurethane treads. Operator drive wheels will be driven using hydraulic motors, and system shall not include belts, gears, pulleys, roller chains, or sprockets

to transfer power from operator to gate panel. The operator shall generate a maximum horizontal pull of 300 lb without the drive wheels slipping and without distortion of supporting arms.

2. Operator shall be capable of handling gates weighing up to 5,000 lb. The operator shall be speed controlled by an electronic Variable Frequency Drive (VFD) which will accelerate and decelerate the gate gradually to prevent shock loads to the gate and operator assembly.
3. The maximum gate velocity of the gate operator shall be selectable between 2.2 ft/s and 3 ft/s. The operator shall contain an Emergency Fast Operation (EFO) mode wherein a separate continuous input allows the operator to override all safety inputs and run at the EFO speed. The gate velocity during Emergency Fast Operation (EFO) shall not be less than 3 ft/s.
4. Upon starting, the VFD will gradually accelerate the gate to its operating speed. When at the slow down limit, the VFD will gradually reduce gate velocity to 1 ft/s, thereafter, at the stop limit, the VFD will slow the electric motor and gate to a gradual stop. Two adjustable hydraulic brake valves (one for each direction) assist in slowing the gate to a precise stop.

F. Components:
1. Standard mechanical components shall include as a minimum:
   a. Supporting arms: Cast aluminum. Arms shall incorporate a low-speed sleeve bearing acting on arm pivot pins (item 2 below).
   b. Arm pivot pins: 3/4-inch- diameter stainless steel, with integral tabs for ease of removal.
   c. Tension spring: Two- to 2 1/2-inch medium to heavy duty, minimum 500 lb capacity.
   d. Tension adjustment: Finger-tightened nut, not requiring the use of tools.
   e. Drive release: Must instantly release tension on both drive wheels and disengage them from contact with drive rail in a single motion, for manual operation.
   f. Limit sensors or switches: Fully adjustable,
      1) Switches - toggle types, with stripped ends to VFD.
      2) Sensors - hall effect, jacketed cable, stripped ends to VFD.
   g. Chassis: 1/4-inch steel base plate and 12 Ga. sides and back welded and ground smooth.
   h. Cover: 10 Ga. zinc plated steel with textured TGIC gray polyester powder coat finish. All joints welded, filled, and ground smooth. Finished corners square and true with no visible joints.
      1) The cover shall have a detention quality mogul lock.
   i. Finish: Zinc substrate with textured powder coat finish, tested to withstand 1,000 hour salt spray test.
   j. Drive wheels: Two 8-inch- diameter AdvanceDrive™ wheels. Aluminum alloy with polyurethane over mold.
   k. Drive rail: Shall be extruded 6061 T6, not less than 1/8-inch thick. Drive rail shall incorporate roll pins for rease of placement or splicing. Pins shall enable a perfect butt splice.
   l. Hydraulic hose: Shall be 3/8-inch reinforced, synthetic, abrasion resistant, rated to 3,000 psi or greater.

m. Hydraulic valves: Shall be individually replaceable cartridge type, in an integrated hydraulic manifold.
n. Nose fittings: At manifold shall be quick-disconnect type, others shall be swivel type.
o. Hydraulic fluid: High performance type with a viscosity index greater than 375 and temperature range -40 degrees F to 150 degrees F.
p. 0 - 3,000 psi pressure transducer with a digital readout on the control board shall be standard. The hydraulic fluid reservoir shall be formed from a single piece of metal, non-welded, and shall be powder painted on the inside and the outside, to prevent fluid contamination.

2. Standard electrical components:
   a. Pump motor: Two hp, 3450 RPM, 3 phase. (Note, the VFD converts single phase input power to drive the 3 phase motor.)
   b. VFD: Two hp, Modbus monitored and controlled.
   c. All components shall have overload protection.
   d. Electrical enclosure: metal, with hinged plastic lid for protection from intrusion of foreign objects.
   e. 1 directional valve control solenoid.
   f. Multi-function button to wake menu screen without opening the lid.
   g. Controls: SmartTouch 725 Controller containing:
      1) inherent entrapment monitoring (UL 325, Type A);
      2) built in audible "warn before operate" system;
      3) built in timer to close;
      4) 32 character OLED display for reporting of functions and codes with 7-button user interface;
      5) multiple programmable options for output relays or sensor inputs;
      6) two user programmable inputs;
      7) two user programmable monitored sensor inputs;
      8) anti-tailgate mode;
      9) menu configuration, event logging and system diagnostics easily accessible with a USB flash drive or HySecurity's Installer Phone App;*
      10) embedded web server capable of sending alerts, faults, and errors via email.;*
      11) web based user interface allowing secure login to operator for remote operations and diagnostics;
      12) four inputs for Hy5B vehicle detector loops;
      13) OXI antenna/receiver input for use with NICE OXI receivers and fobs;
      14) one electromechanical and 2 solid state relays;
      15) HS-1 for I/O Expansion Module;
      16) HS-2 for ModBus to VFD;
      17) RS485 and ethernet for network connections;*
      18) USB port for firmware updates and troubleshooting logs;
      19) sequenced and dual gate connections;
      20) BlueBUS input for use with NICE BlueBUS devices;
      21) emergency input programmable for emergency open or close remote or radio input;
      22) open, close, stop inputs for remote or radio inputs. Transformer: 75 VA, non-jumpered taps, for all common voltages.
   h. Power supply, 24 VDC, 5 A output, variable voltage input.

G. Access Control:
1. Entry:
a. A programmable 4 digit, 1,000 code digital keypad (ADV-1000) shall be installed on both sides of the gate opening and function as the primary entry/ingress device. The digital keypad shall be mounted on an approved pedestal. Pedestal and keypad type and location shall be approved by Engineer.
b. Four single button radio tranmitters shall be provided and function as the secondary entry/ingress devices. The receiver shall be an inherent component of the gate operator.
2. Exit:
a. Vehicle detector loops.
3. External Sensors:
a. Specify photo eyes or gate edges or a combination thereof to be installed such that the gate is capable or reversing in either direction upon sensing an obstruction. See 1.2 A2.
4. External Power Supply:
a. AC Power Supply with HyInverter AC Cabinet.
1) 208-230 60 hz VAC single phase power supply.
2) Metal enclosure cabinet.
3) 4 - 12V, 100 Ah batteries.

H. Factory Inspection and Testing:
1. Gate Operator:
a. Fully assemble and test, at the factory, each gate operator to assure smooth operation, sequencing and electrical connection integrity. Apply physical loads to the operator to simulate field conditions. Tests shall simulate physical and electrical loads equal to the fully rated capacity of the operator components.
b. Inspect and test all hydraulics are leak free.
c. Check all operator mechanical connections for tightness and alignment. Check all welds for completeness and continuity. Check welded corners and edges to assure they are square and straight.
d. Inspect operator painted finish for completeness and gloss. Touch up imperfections prior to shipment.
e. Check all hydraulic hoses and electrical wires to assure that chafing cannot occur during shipping and operation.
f. All testing data shall be individually logged and recorded by serial number.

2.3 CANTILEVER SLIDE GATE

A. Gate Width:
1. Fortress Structural Cantilever Slide Gate dimensions shall be as shown on the plans and detail drawings.

B. Structural Gate Frame:
1. The gate frame shall be fabricated from 6005A-T61 or 6005A-T5 aluminum alloy extrusions. The top member shall be a 3- by 5-inch aluminum structural channel/tube extrusion weighing not less than 3.0 lb/lf. To maintain structural integrity this frame member shall be "keyed" to interlock with the "keyed" track member. If fabricated as a single horizontal piece, the bottom member shall be a 2- by 5-inch aluminum structural tube weighing not less than 2.0 lb/lf. If fabricated in 2 horizontal pieces, the bottom member shall be a 5-inch aluminum structural channel weighing not less than 2.3 lb/lf, and the 2 horizontal pieces or sections shall be spliced in the field (the gate

frame shall be fabricated in a or multiple sections depending on size requirements or project constraints).

2. Vertical Members (Chain Link):
   a. The vertical members at the ends of the opening portion of the frame shall be "P" shaped in cross section with a nominal base dimension of no less than 2- by 2-inch and weighing not less than 1.6 lb/lf. Major 2- x 2-inch vertical members weighing not lessthan 1.1 lb/lf shall separate each bay and shall be spaced at less than gate height intervals.
   b. Intermediate 1- by 2-inch vertical members weighing not less than 0.82 lb/lf shall alternate between 2- by 2-inch major members.

C. Splicing:
   1. A 1/4- by 5- by 24-inch galvanized steel splice plate shall be used to secure the 2 bottom channel members together utilizing 8 plated carriage bolts with lock nuts. The top members will be spliced together using a 1/4- by 2- by 24-inch aluminum splice plate secured with 6 drive rivets on 1 side and welded to the top member on the other side. The track is overlapped onto the opposing section in an alternating fashion, interlocking with the top primary member.

D. Gate Track:
   1. The gate shall have a separate semi-enclosed "keyed" track, extruded from 6005A-T61 or 6005A-T5 aluminum alloy, weighing not less than 2.9 lb/lf. Track members are to be located on each side of the top member. When interlocked and welded to the "keyed" top member, it forms a composite structure with the top of the gate frame. Welds are to be placed alternately along the top and side of the track at 9-inch centers with welds being a minimum of 2 inches long.

E. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to ensure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code. See 1.2 D.

F. Gate Mounting:
   1. The gate frame is to be supported from the track by 4 swivel type, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies.
   2. The bottom of each support post shall have a bracket equipped with a pair of 3-inch UHMW guide wheels Wheel cover protectors shall be included with bottom guides to comply with UL325.
   3. Gap protectors shall be provided and installed, compliant with ASTM F2200.

G. Diagonal Bracing:
   1. Diagonal "X" bracing of 3/16-inch or 1/4-inch diameter stainless or galvanized steel cable shall be installed throughout the entire gate frame.

H. Gate Filler:
   1. Chain Link: 2- by 2-inch by 9-gauge aluminized steel chain link fabric shall extend the entire length of the gate (if operated gate, counterbalance must also have fabric to prevent reach through and comply with ASTM F2200). Fabric shall be attached at each end of the gate frame by standard fence industry tension bars and tied at each 2- by 2-inch vertical member with standard fence industry ties. ASTM F2200 requires attachment method that leaves no leading or bottom edge protrusions (cannot exceed 0.5-inch).

I. Posts:
   1. Double sets of support posts shall be minimum 4-inch O.D. round Schedule 40 or 4- by 4- by 3/16-inch wall square steel tubing, grade 500. Gate posts shall be galvanized or coated and supported in concrete footings as specified by the design team.

J. Finish:
   1. Gate to be mill finish aluminum or color coated with polyester powder as specified. If powder coated, the gate (including track member) and all accessories shall be pretreated chemically by sand blasting or other acceptable method to ensure proper coating adherence.

K. Gate Lock:
   1. Gate system shall be furnished with a secure gate catcher. The catcher shall prevent the gate panel from being pried open while the gate is in the closed and locked position.

2.4 WARRANTY

A. The cantilever slide gate and operator system shall be warranted by the manufacturer against manufacturing defects for a period of 1 year from date of sale. The truck assembly shall be warranted against manufacturing defects by the manufacturer for a period of 5 years from date of sale.

B. The hydraulic gate operator shall be warranted by the manufacturer against all defects in materials or workmanship for five years or 500,000 gate cycles (whichever occurs first) after the date of installation. Defective materials shall be replaced at manufacturer's discretion with new or reconditioned materials furnished by the manufacturer, at no cost to the owner. Freight, labor and other incidental costs are not covered under the factory warranty but may be covered by a separate service agreement between installing company and the owner.
   1. To ensure validation of warranty, complete warranty registration form online at www.hysecurity.com/warranty. Warranty registration form is also included in the printed materials shipped with the operator.

PART 3 - EXECUTION

3.1 SITE INSPECTION

A. Examine final grades and installation conditions.
B. Do not begin work until all unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Equipment in this Section shall be installed in strict accordance with the company's printed instructions, current at the time of installation (unless otherwise shown on the Contract Drawings).
B. Coordinate locations of operators with Contract Drawings, other trades and Shop Drawings.
C. Installer shall ensure that the electrical service to the operator is at least 20A for 3 phase and 30A for 1 phase. Electrical wiring to conform to NEC and manufacturer's installation instructions.
D. The gate and installation shall conform to:
   1. ASTM F1184 standards for aluminum cantilever slide gates, Type II, Class 2.
   2. ASTM F2200 standard specification for automated vehicular gate construction.
   3. UL325 standards.
E. The installing contractor shall be responsible to ensure that appropriate external primary entrapment safety devices be installed for the specific site conditions to protect against all potential entrapment zones. Proper operation of these safety devices shall be verified and training as to the operation and maintenance of these devices for the users and owners shall be documented.

F. Contractor shall ensure gate is operating smoothly under manual conditions before installation of gate operators. Do not proceed until gate panel is aligned and operates without binding.

3.3 SYSTEM ACCEPTANCE & VALIDATION

A. Acceptance Test:
   1. Test each system function. Contractor shall supply all equipment necessary for system adjustment and testing.
   2. Test gate operator through a minimum of 10 full cycles and adjust to ensure operation without binding, scraping, or uneven motion.
   3. Test limit switches for proper "at rest" gate position.
   4. Gate lock shall be aligned properly to lock and unlock without binding. Test gate lock through a minimum of 10 full cycles and verify secure locking.

B. All anchor bolts shall be fully concealed in the finished installation.

C. Test and Explain Safety Features:
   1. Each system feature and device is a separate component of the gate system.
   2. Read and follow all instructions for each component.
   3. Ensure that all instructions for mechanical components, safety devices and the gate operator are available for everyone who will be using the gate system.
   4. The warning signs shipped with the gate operator must be installed in prominent position on both sides of the gate.

D. System Validation:
   1. The complete system shall be adjusted to assure it is performing properly.
   2. The system shall be operated for a sufficient period of time to determine that the system is in proper working order.
   3. Ensure Owner is clear with regard to the safety points concerning the basic operational guidelines of the safety features of the gate operator system. These safety points are listed in the operator manual and must be read prior to system use.
   4. Owner and Contractor shall complete Operated Gate System Installation Checklist (prior to final acceptance of the installation and submit completed warranty documentation to manufacturer.).

END OF SECTION

SECTION 33 10 00 - WATER UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Pipe and fittings for site water lines.
   2. Valves and fire hydrants.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 33 “Trenching and Backfilling.”
   3. Section 33 13 00 “Disinfecting of Water Utility Distribution.”

1.2 REFERENCES

A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
B. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
C. ASTM B88 - Seamless Copper Water Tube.
D. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18-inch Drop.
E. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
F. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).
G. ASTM D2466 - Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
H. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and fittings.
I. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
J. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.
K. ASTM D3139 - Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
L. ASTM D3035 - Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter.
M. AWS A5.8 - Brazing Filler Metal.
N. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
O. AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and Other liquids.
P. AWWA C111 - Rubber-Gasket Joints for Ductile Iron and Grey-Iron Pressure Pipe and Fittings.
Q. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds, or Sand-Lined Molds, for Water or Other Liquids.
R. AWWA C500 - Gate Valves, 3 inches through 48 inches NPS, for Water and Sewage Systems.
S. AWWA C502 - Dry Barrel Fire Hydrants.
T. AWWA C504 - Rubber Seated Butterfly Valves.
U. AWWA C508 - Swing-Check Valves for Waterworks Service, 2 inches through 24 inches NPS.
V. AWWA C509 - Resilient Seated Gate Valves 3 inches through 12 inches NPS, for Water and Sewage Systems.

W. AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances.
X. AWWA C606 - Grooved and Shouldered Type Joints.
Y. AWWA C900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inches through 12 inches, for Water.
Z. AWWA C901 - Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 2 inches through 3 inches, for Water
AA. UL 246 - Hydrants for Fire - Protection Service.

1.3 SUBMITTALS FOR REVIEW

A. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories.

1.4 SUBMITTALS AT PROJECT CLOSEOUT

A. Record actual locations of piping mains, valves, connections, and invert elevations.
B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with standards of local municipality for public items in right-of-way.
B. Valves: Manufacturer‘s name and pressure rating marked on valve body.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site in such a manner as to prevent damage.
B. Deliver and store valves in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.1 PIPE MATERIALS

A. Contractor shall verify with local municipality regarding allowed fire line material types. Types and classes of pipe to be used at the various locations shall be as scheduled on the Proposal and Drawings, and shall be as specified below:

Pipe Size	Type Pipe
1- to 2-Inch Diameter	Seamless Tube Type K Copper, ASTM B88 or Polyethylene Plastic Tubing, ASTM D2737, 160 psi
4- to 12-Inch Diameter	PVC Pipe, AWWA C-900, or Ductile Iron Pipe, Diameter Pressure Rating 150 psi
16-Inch Diameter	Ductile Iron Pipe, Pressure Rating 150 psi

B. Pipe shall be of the best quality in materials and workmanship. All pipe shall be subjected to thorough inspection at the job site before being placed in the trench. Any piece found to be defective shall be rejected and removed from the Project.

C. Ductile Iron Pipe:
1. All ductile iron pipe shall be new and manufactured in the U.S. in accordance with current AWWA C151.
2. Pipe shall be designed for a minimum working pressure of 150 pounds per square inch. Thickness of ductile iron pipe shall be designed in accordance with Specification AWWA C150, based on 150 pounds per square inch, working pressure for 10 feet of cover and laying condition Type 2.
3. Standard Bell and Spigot, Mechanical Joint (Type III), or boltless single gasketed joint pipe similar to that known as "Bell-Tite," "Fastite," "Tyton," or approved equal, may be used for the line and at other specific locations as approved by Engineer. Flange joints where noted shall be 150 psi rated.
4. Ductile iron pipe shall be asphalt coated outside and cement lined, and seal coated inside in accordance with AWWA C104 (ANSI A21.4). Lining shall be standard cement lining.

D. PVC Pipe:
1. PVC pipe shall conform to the requirements of AWWA C900 pressure pipe, 4 inches through 12 inches for water distribution pressure Class 150, DR18. PVC pipe shall be of the rubber gasketed push on joint type and shall meet the requirements of ASTM D1784 and ASTM D2241.
2. All PVC pipe shall be approved by the National Sanitation Foundation Testing Laboratories, or other accredited laboratory for use in the transportation of potable water and shall bear the seal of approval of the National Sanitation Foundation Testing Laboratories (NSF).
3. When non-metallic pipelines are to be installed the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.
4. Tape Material:
   a. The metallic identification tape shall be at least 2 inches in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a depth of 24 inches below normal ground level.
   b. The metallic tape shall be painted blue on one side and shall have 1-inch-high letters painted continuously on the same side of the tape which read, "CAUTION: BURIED WATER LINE BELOW" or other words to this effect.
   c. The marking tape shall be "detectable Warning Tape," as manufactured by the Omega Marking Company, or equal approved by Engineer.

E. Schedule 40 and 80 PVC Pipe:
1. Schedule 40 and 80 PVC Pipe shall be manufactured in accordance with the latest edition of ASTM D2241, D1785, and shall conform to NSF Standard #14 and ANSI/NSF Standard 61, using a PVC Compound having a minimum Cell Classification 12454B as defined by ASTM D1784. The bell ends shall conform to ASTM D2672, "Joints for PVC Pipe using Solvent Cements" when installed per ASTM D2855.

2.2 PIPE FITTINGS

A. General:
1. Pipe fittings shall be ductile iron of a type and design especially suitable for use with the type of piping with which they are installed. Fittings for PVC pipe shall also be of ductile iron. Pressure rating of fittings shall not be less than that of the pipe.

2. All mechanical joint fittings shall be ductile iron with retainer gland. The fittings shall be produced in accordance with ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/A21.11 and be cement-lined and seal coated in accordance with ANSI/AWWA C104/A21.14. The retaining gland set screws shall be square heads with Type C knurled cup points manufactured of 4140 grade alloy steel and heat treated to Rockwell "C" 45/53 core hardness.
3. All flanged fittings shall be faced and drilled in accordance with the standard drilling for ANSI B16.1, Class 125 flanges. Bolts for flanged joints shall be of the length and diameter required by the ANSI Specification. Bolts and nuts shall be of best quality mild steel and shall be provided with hexagonal heads. Suitable 1/8-inch-thick rubber ring gaskets shall be provided for all flanged joints.

B. Ductile Iron Pipe Fittings:
1. Fittings shall be ductile iron and shall conform to AWWA C110. Flanged fittings shall be used for fire hydrant valve leads or where indicated on the Plans. All other fittings shall be ductile iron mechanical joint or push-on joint unless otherwise shown on the Drawings. All fittings shall have a pressure rating equal to that of the pipe with which they are used but in no case less than 250 psi.
2. Unless otherwise indicated, all ductile iron fittings shall have an external bituminous coating and shall be cement-lined in accordance with the specifications for coating and lining the pipe.
3. All ductile iron fittings shall be cast from the same quality of metal used in casting the ductile iron pipe and shall be subjected to the same test requirements. Marking and weighing shall be as required for the ductile iron pipe.
4. Where flanged fittings are used the flanges shall be of the same material as the fitting. Where bell or mechanical joint fittings are used, the bells shall be cast integrally with the fitting. Screwed-on bells will not be acceptable.

C. Schedule 40 and 80 Fittings:
1. Schedule 40 and Schedule 80 fittings shall conform to ASTM D2467, D1784, NSF Standard 61, and/or 41 Plastic Fittings for potable water. The PVC material shall meet or exceed Cell Classification 12454, as manufactured by Spears Manufacturing Company or an approved equal.

2.3 PIPE JOINTS

A. Push-On Joints: Push-on joints shall be as specified in AWWA Standard C111.
B. Mechanical Joints: Mechanical joints shall be as specified in AWWA Standard C111.
C. Flanged Joints: Flanged joints shall meet the requirements of AWWA C110 and be faced and drilled in accordance with ANSI B16.1. Bolts shall be of the length and diameter required by the ANSI Specification for Class 125 flanges. Bolts and nuts shall be of best quality mild steel and shall be provided with hexagonal heads, except where other types of bolts are specified. Suitable gaskets shall be used in all flanged joints.
D. Miscellaneous Joints: Miscellaneous types of joints shall be made as specified in other paragraphs or as recommended by the manufacturer. All joints shall be made using materials and methods as required to produce joints that will function satisfactorily under the various conditions encountered.

2.4 VALVES

A. General: Valves that are 12 inches and smaller shall be gate valves and valves that are 14 inches and larger shall be butterfly valves, unless otherwise noted on the plans or specified herein. All valves shall be designed for a working pressure of at least 150 psi.

B. Gate Valves:
   1. All gate valves shall be resilient seat, iron body, bronze mounted throughout and shall meet all requirements of AWWA C509. The valves shall be of the type of joint used in the piping. All valves shall open by turning to the left, and unless otherwise specified, shall have non-rising stem and be furnished with a 2-inch operating nut when valves are outside of buildings, and shall be furnished with hand wheels when inside of buildings or valve vault. Gate valves shall be furnished with O-ring stem packing.
   2. All gate valves shall be designed to withstand a working pressure of 150 pounds per square inch. All valves shall be Mueller Company A-2370 or approved equal.
   3. Valves required in lines smaller than 3 inches in diameter shall be 150 psi water pressure, heavy duty, brass or bronze gate valves, double disc or wedge type, Crane, Walworth or approved equal. Valves in copper lines shall have solder-joint ends.
   4. All interior cast iron surfaces shall be epoxy coated in accordance with the appropriate paragraphs of this Section.

C. Tapping Sleeves and Valves:
   1. Tapping sleeves shall be designed for a working pressure of 150 psi, and shall be mechanical joint, or as required to make the connection. Tapping sleeves shall be Mueller, ductile iron, with duck-tipped gaskets or approved equal.
   2. All interior cast iron surfaces shall be epoxy coated in accordance with the appropriate paragraphs of this Section.
   3. Tapping valves shall be resilient seat Mueller mechanical joint valves designed for a working pressure of 150 psi or approved equal.

D. Valve Boxes and Extension Stems:
   1. Extension stems shall be furnished on buried valves where the top of the operating nut is more than 36 inches below finished grade. Top of the extension stem shall not be more than 9 inches below the top of the valve box.
   2. Buried valves shall be provided with cast iron valve boxes. The boxes shall be designed to fit over a section of 6-inch C900 PVC riser pipe which will be used as an extension from the top of the valve to within 8 inches of the ground surface. The box shall have a heavy cast iron cover. The box shall have a flange type base, with the base being approximately 4 inches larger in diameter than the outside diameter of the barrel of the box. The necessary length of 6-inch C900 PVC riser pipe required for the extension shall be considered as a part of the box.

E. Internal Epoxy Coating for Valves:
   1. All interior wetted ferrous surfaces of all types of valves will be coated with an epoxy. The coating shall be a two-part, thermal setting epoxy protective coating and shall function as a physical, chemical, and electrical barrier between the base metal to which it is applied and the surroundings. The coating shall be nontoxic and shall not impart taste of water. The coating must be formulated from material deemed acceptable per the Food and Drug Administration document Title 21 of the Federal Regulations on food additives, Section 121.2514 is entitled, Resin and Polymeric Coatings. The coating shall have a satin finish and shall be suitable for field overcoating and touch-up with the same coating material without sanding or special surface preparation, or application of heat in excess of room temperature. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of 2 years. The coating adhesion to the substrate shall exceed the cohesion of the coating film as demonstrated by the following test:
      a. Prepare test panel and apply coating as per manufacturer's recommendation.
      b. After sample has properly cured as per manufacturer's recommendation, scribe an "X" through the coating to the metal substrate using a sharp knife or scalpel.

c. At the juncture of the two scribes, use the point of the knife to attempt to lift off the coating. The coating should not lift off the substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

d. No disbondment of the film shall be noted as tested above after immersion in tap water for 1,500 hours at 100 degrees F.

2. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25.30 liters per mil. As an alternative, a Taber Abrader Test should find 3.5 to 3.7 milligrams of coating loss per 100 cycles when using a CSFS #10 wheel (1,000 gram weight).

2.5 FLEXIBLE COUPLINGS AND FLANGED COUPLING ADAPTERS

A. Flanged coupling adapters and flexible couplings shall be provided at the locations shown on the Drawings and at other locations required for installation of the piping system. Flanged coupling adapters shall be provided with anchoring studs. Epoxy coated steel construction shall be used for couplings larger than 12 inches. Couplings smaller than 12 inches shall be cast iron.

2.6 FIRE HYDRANTS

A. Fire hydrants shall conform to the requirements of AWWA C502 dry-barrel type. The fire hydrants shall be designed for a bury length of 5 feet; however, the length may vary according to field conditions and Contractor will be required to add extensions to position the top of the flange at the elevation noted on the Plans or as directed by Engineer. Extensions shall be considered incidental to the fire hydrant installation and no direct payment shall be given.

B. The hydrants shall have a 5-1/4-inch valve opening, two 2-1/2-inch hose nozzles and one 4-1/2-inch pumper nozzle. A swivel flange shall be used to face the hydrant nozzles in any position.

C. Hose threads shall be National Standard Threads

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard 1-1/2-inch pentagon opening counterclockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted in accordance with the standards of the local municipality.

G. Fire hydrants shall be located at points shown on the Plans, the exact location of the hydrant to be established by Engineer. All hydrants shall be set plumb to the grade as established by Engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb in accordance with the details shown on the Plans.

H. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch. The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete backing. The concrete backing shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

I. Each hydrant shall be connected to the main with a 6-inch PVC branch controlled by an independent 6-inch resilient seat gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

J. These shall be placed round the base of the hydrant not less than 7 cubic feet of sound-broken stone or clean gravel or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six inches above the waste opening in the hydrant. Each hydrant shall be operated by Contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

K. The hydrants shall have a breakable safety flange, located approximately 2 inches above the ground, and breakable stem coupling and barrel which breaks cleanly upon impact. The main valve shall also remain closed without loss of water.

L. The hydrants shall be AWWA improved type hydrants and shall be Mueller Centurion Hydrants or approved equal, and shall have self-oiling reservoirs, and shall be internally epoxy coated as described in VALVES AND VALVE BOXES paragraph of this section.

PART 3 - EXECUTION

3.1 WATER SERVICE CONNECTIONS

A. Service Taps:
   1. Tapping saddles shall be Smith-Blair Taper Seal Style 313 or DMD Dresser Style 194 or approved equal. Service taps on PVC water lines shall be made using hinge type or double strap saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the pipe axis to prevent pipe distortion when the saddle is tightened.

B. Polyethylene Plastic Tubing:
   1. Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D2737 with a rating of 160 psi unless otherwise noted on the Plans. The service line shall be that pipe from the water distribution line to the water meter. The pipe shall be sized to match the nominal water meter size.

C. Copper Tubing:
   1. Service lines may be constructed with seamless copper water tube ASTM B88, Type K, of the sizes required.

D. Meter Boxes, Meter Stop and Corporation Stop:
   1. Meter boxes shall be corrugated metal pipe with locking cast iron lids as specified on the Plans. Meter stops, corporation stops, and service clamps for service connections of various sizes shall be as specified on the Plans. Corporation and meter stops shall be compatible with pipe material furnished.

3.2 EXCAVATION, TRENCHING AND BACKFILLING

A. The trench shall be excavated to the lines and grades as established by Engineer and as shown on the Plans. The depth of cover for all pipelines on which the grades and elevations are not shown on the Plans, shall be 42 inches. The amount of cover may vary over or under 42 inches as directed by Engineer.

B. The minimum width of the trench shall be the outside diameter of the pipe plus 12 inches and the maximum width shall be the outside diameter of the pipe plus 18 inches. The trenching equipment shall be maintained on a sufficiently level roadbed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (undercutting) shall be 4 inches.

C. The trench shall be excavated to an even grade so that the bottom of the pipe will rest on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the trench shall be fine graded by hand. On lines that are to be laid to established grades, batter boards shall be set at 50-foot intervals and the trench graded to the established grade.

D. Any part of the trench excavated below grade shall be corrected by filling with approved material and thorough compacting.

E. If large rock, rock fragments, or other unyielding material is encountered in the bottom of the trench it shall be removed to a depth of 3 inches below grade, refilled with selected material, and thoroughly compacted.

F. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly, and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

G. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted.

H. In all trench excavation, where the depth of excavation is 5 feet or more the trench wall shall be shored, sheeted, or braced in accordance with OSHA requirements.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings, or other existing structures either above- or below-ground; in such instances hand methods shall be employed.

J. All excavated material shall be piled in a manner that will not endanger the Work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. Contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area outside of the area set forth in the plans as a result of the construction work shall be repaired by Contractor at his own expense.

M. Where the lines are located behind curbs, Contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible. Where lines cross under curbs and/or gutters, tunneling will be required.

N. As soon as practicable after laying and jointing of the pipe, the completion of bedding, and the completion of structures, the trench shall be backfilled in accordance with the trench backfill details in the Plans and coordinated with Section 31 23 33 “Trenching and Backfilling.”

O. Metallic Tape:

1. Contractor shall backfill over non-metallic pipelines to a depth which is less than 24 inches and not more than 12 inches from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material at a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling before the marking tape is placed in the trench.
2. Contractor shall then lay the marking tape in the pipe trench and tape shall be held in position by the spot placement of backfill materials over it to keep it from sliding to the sides and/or from being blown about in the ditch by the wind. The tape shall be laid with the painted side which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.
3. Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

3.3 PIPE INSTALLATION - WATER LINES

A. General: All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage, and disinfected in the manner herein specified.

B. Inspection: The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the Work and any material found to be defective will be rejected by Engineer, and Contractor shall remove such defective material from the Site of the Work.

C. Responsibility for Materials: Contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacture or has become damaged in handling after delivery.

D. Handling Pipe and Accessories:
   1. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the Site of the Work by Contractor. In loading and unloading, they shall be lifted by hoists or slid, or rolled on skidways in such a manner as to avoid shock or damage to the materials. Under no circumstances shall they be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.
   2. The pipe, fittings, and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. Alignment and Grade:
   1. All pipe shall be laid and maintained to the lines and grades shown on the Plans or as established on the ground by Engineer.
   2. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed one-half the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by Engineer.

F. Manner of Handling Pipe and Accessories into Trench: After the trench grade has been completed, all bell holes dug and the grade inspected, the pipes and accessories may be placed in the trench. All pipe, fittings, and valves shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner so as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

G. Cleaning and Inspecting:
   1. Before lowering into the trench, the pipe shall be again inspected for defects and the pipe, while suspended, shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.
   2. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

H. Laying and Jointing PVC Pipe:
   1. PVC pipe shall be handled and installed in strict accordance with the recommendations of the manufacturer. Special care shall be exercised in handling PVC pipe, in preparing the trench for pipe laying, and in compacting and bedding under and around each side of the pipe.
   2. The ring groove shall be clean before installation of the rubber ring. The ring shall be carefully installed in the groove as recommended by the manufacturer. The spigot end of the pipe shall be wiped clean and lubricated using the recommended lubricant. The spigot end shall be carefully inserted into the bell end until the reference mark on the spigot end is flush with the end of the bell.

3. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.
4. The jointing shall be completed for all pipe laid each day, in order not to leave open joints in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means, and no trench water shall be permitted to enter the pipe.
5. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by permission of the Engineer.
6. Flanged joints shall be used where shown on the Plans. Mechanical joint, or other approved joints shall be installed with materials furnished by the manufacturer and in accordance with the manufacturer's specifications.
7. Flanged joints where used shall be bolted with Flange bolts of best quality mild steel and of the size and length required by American Standards Association; bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing 1/16-inch-thick, or a brand and quality approved by Engineer.
8. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

I. Setting Valves, Valve Boxes, and Fittings:
1. Valves and fittings shall be set at the locations shown on the Plans or at locations as established by Engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installations. All valves buried in the ground shall have a valve box set over the valve with a concrete pad around the valve box as shown on the Drawings. All valves shall be thoroughly inspected and checked for operation before installation. Concrete blocking shall be provided for all buried valves.
2. Valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or at such level as directed.

J. Setting Fire Hydrants:
1. Fire hydrants shall be located at points shown on the Plans, the exact location of the hydrant to be established by Engineer. All hydrants shall be set plumb to the grade as established by Engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb in accordance with the details shown on the Plans.
2. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch. The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete backing. The concrete backing shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.
3. Each hydrant shall be connected to the main with a 6-inch PVC branch controlled by an independent 6-inch resilient seat gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

4. There shall be placed around the base of the hydrant not less than seven cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least 6 inches above the waste opening in the hydrant. Each hydrant shall be operated by Contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

K. Plugging Dead Ends: Standard plugs shall be inserted into the bells of all dead ends and pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in jointing the pipe. All plugs and caps shall have horizontal to thrust blocks.

L. Tunneling Under Utility Lines, Etc.: Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipeline, or other pay items, complete in place.

3.4 ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.

A. Reaction or thrust blocking shall be applied to all pipelines at all tees, plugs, caps and bends. Concrete shall be used for blocking the pipe and fittings and shall have a minimum 28-day compressive strength of 2,500 psi but shall otherwise conform to Item 421, Class B of the 2014 TxDOT Standard Specifications. The blocking shall be placed between solid ground and the fitting to be anchored in accordance with the details on the plans. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

3.5 DISINFECTION OF PIPE LINES

A. Contractor shall furnish all labor, equipment, and materials necessary for the disinfection of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas-water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution-feed device, or other methods approved by the Engineer. The chlorinating agent shall be applied at or near the point from which the line is being filled. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipelines for a period of not less than 24 hours. At the end of the retention period, all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have chlorine residual of not more than 0.5 parts per million; Engineer will designate blowoff valves in the area around the Project site that may be used to purge the lines. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfection procedures shall conform to AWWA C651, latest revision.

B. After final flushing and before any section of water line is placed into service, Contractor shall collect samples as directed by Engineer in accordance with AWWA C651, latest revision. A minimum of one bacteriological sample shall be collected for each 1,000 feet of completed water line to check efficiency of disinfection procedures and shall be repeated if contamination persists. The samples shall be submitted by Contractor to an independent testing lab. The samples shall be tested in accordance with AWWA C651, latest revision.

3.6 HYDROSTATIC TESTS

A. All water pipelines constructed under this Contract, prior to acceptance, shall be tested as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof. Contractor shall bear all costs of providing all equipment, materials, labor, and other incidentals required to test pipelines. Water of sufficient pressure to test the pipelines will not be available, and Contractor shall provide suitable means for developing the required pressure in lines.

B. Each valved section of the line shall be tested for leakage as soon as practical after laying. Sufficient backfill shall be placed prior to testing to prevent any movement of the pipe, but all joints shall be left exposed. Contractor shall furnish water for filling the line and shall furnish the necessary means for pressuring the line. Duration of the test shall be not less than four hours. The line shall be carefully checked for any evidence of leakage. The cause of any leaks shall be found and corrected and the line retested.

C. The pipeline shall be tested so that the pressure at the lowest point in the test section is at least 100 percent but not greater than 120 percent of the pipe pressure class of the pipe, and the minimum pressure at the highest point in the test section is not less than 85 percent of the pipe pressure class of the pipe. The maximum allowable leakage for push-on joints is the number of gallons per hour as determined by the following formula:

$$L = \frac{ND(P)^{1/2}}{7400}$$

Where:

L = Allowable leakage in gallons per hour.
N = Number of rubber-ring gasket joints in the length of the pipe tested.
D = Nominal diameter of the pipe in inches.
P = Average of the maximum and minimum pressures within the test section in psi.

3.7 CLEANING UP

A. After the construction work is completed and before final acceptance by Owner, Contractor shall remove all rubbish, excess materials, excess materials from excavations and other debris from the Site of the Work, and all trench surfaces shall be bladed as heretofore specified. The cost of cleanup shall be included in the proposal prices for the various units of Work.

END OF SECTION

SECTION 33 13 00 - DISINFECTING OF WATER UTILITY DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Disinfection of potable water distribution system.
   2. Testing and reporting results.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 10 00 “Water Utilities.”

1.2 REFERENCES

A. AWWA B300 - Standard for Hypochlorites.
B. AWWA B301 - Standard for Liquid Chlorine.
C. AWWA B302 - Standard for Ammonium Sulfate.
D. AWWA B303 - Standard for Sodium Chlorite.
E. AWWA C651 - Standards for Disinfecting Water Mains.

1.3 SUBMITTALS FOR INFORMATION

A. Test Reports: Indicate results comparative to specified requirements.
B. Certificate: Certify that cleanliness of water distribution system meets or exceeds specified requirements.

1.4 PROJECT RECORD DOCUMENTS

A. Submit test results to Engineer.
B. Disinfection Report:
   1. Type and form of disinfectant used.
   2. Date and time of disinfectant injection start and time of completion.
   3. Test locations.
   4. Initial and 24-hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
   5. Date and time of flushing start and completion.
   6. Disinfectant residual after flushing in ppm for each outlet tested.
C. Bacteriological Report:
   1. Date issued, Project name, and testing laboratory name, address, and telephone number.
   2. Time and date of water sample collection.
   3. Name of person collecting samples.
   4. Test locations.
   5. Initial and 24-hour disinfectant residuals in ppm for each outlet tested.
   6. Coliform bacteria test results for each outlet tested.
   7. Certification that water conforms, or fails to conform, to bacterial standards of the local health department.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with AWWA C651.
B. Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this Section with minimum 3 years' experience.
C. Testing Firm: Company specializing in examining potable water systems, approved by the State of Texas.
D. Submit bacteriologist's signature and authority associated with testing.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable code or regulation for performing the Work of this Section.
B. Provide certificate of compliance from authority having jurisdiction indicating approval of water system.

PART 2 - PRODUCTS

2.1 DISINFECTION CHEMICALS

A. Chemicals: AWWA B300, Hypochlorite, AWWA B301, Liquid Chlorine, AWWA B302, Ammonium Sulfate, and AWWA B303, Sodium Chlorite.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that piping system has been cleaned, inspected, and pressure tested.
B. Perform scheduling and disinfecting activity with start-up, testing, adjusting, and balancing, demonstration procedures, including coordination with related systems.

3.2 EXECUTION

A. Provide and attach required equipment to perform the Work of this Section.
B. Introduce treatment into piping system.
C. Maintain disinfectant in system for 24 hours.
D. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
E. Replace permanent system devices removed for disinfection.
F. Pressure test system to 150 psi. Repair leaks and re-test.

3.3 FIELD QUALITY CONTROL

A. Test samples in accordance with AWWA C651.

END OF SECTION

SECTION 33 30 00 - SANITARY SEWER UTILITIES

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Work covered by this Section consists of sanitary sewer lines, manholes, service stubouts, service connections, and appurtenances from 5 feet outside the building to public sewer mains. Sanitary sewer lines shall be constructed in accordance with these Specifications, at the locations, and conforming to the lines, grades, and dimensions shown on the Plans or as required by Engineer. Manholes shall be constructed in accordance with the details shown on the Plans and as specified herein.

B. Contractor shall furnish all materials, equipment, tools, labor, superintendence, and all incidentals required for construction of these items as shown on the Drawings and as specified herein. Reference to a standard specification number for materials and testing shall include the latest revision of that Specification.

C. Related Requirements:

1. Division 01 Specification Sections apply to Work of this Section.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: All gravity sewer pipe 4 inches through 15 inches shall be polyvinyl chloride (PVC) pipe, except as otherwise specified.

B. Polyvinyl Chloride (PVC) Pipe and Fittings: Sewer pipe and fittings shall be SDR-35 (greater than 3 feet or less than 12 feet of cover) or SDR-26 (less than 3 feet or greater than 12 feet of cover) for pipe diameters 4 inches through 15 inches and shall meet the requirements of ASTM D3034 and PVC Material 12454-B. All sewer pipe joints shall be integral bell, bell and spigot type with rubber gasket joints manufactured to conform to ASTM D1784 or ASTM D3139 and PVC Material 12454-B and ASTM F477 rubber gaskets.

C. Tape Material:

1. When non-metallic pipelines are to be installed, Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.
2. The metallic identification tape shall be at least 2 inches in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a depth of 24 inches below normal ground level.
3. The metallic tape shall be painted green on one side and shall have 1-inch-high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.
4. The marking tape shall be “detectable Warning Tape,” as manufactured by the Omega Marking Company, or equal approved by Engineer.

D. Service Sewers and Fittings: Service sewer pipe and fittings shall be of the same material and specification as the line to which they are connected unless otherwise noted. All service sewer laterals shall be connected to the main line with tee's, wye's, etc. that are bell and spigot with rubber gaskets. All service sewer taps shall use an approved gasketed fitting in conjunction with a full circle repair sleeve coupling unless otherwise noted.

E. Manholes:

1. General: Manholes shall be constructed of fiberglass. Sewer manholes shall be constructed in accordance with the design, size, details, and at the locations shown on the Plans. Fiberglass reinforced polyester manhole shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins, with fiberglass reinforcements. Manhole shall be a 1-piece unit manufactured to meet or exceed all specifications of ASTM D3753, latest edition, as manufactured by L.F. Manufacturing, Inc., Giddings, Texas or an approved equal.
2. Fiberglass Manhole Materials:
    a. Resin: The resins used shall be a commercial grade unsaturated polyester resin or other suitable polyester or vinyl ester resin.
    b. Reinforcing Materials: The reinforcing materials shall be commercial Grade "E" type glass in the form of continuous roving, and chop roving, having a coupling agent that will provide a suitable bond between the glass reinforcement and the resin.
    c. Interior Surfacing Material: The inner surface exposed to the chemical environment shall be a resin-rich layer of 0.010-to 0.020-inch thick. The inner surface layer exposed to the corrosive environment shall be followed with a minimum of 2 passes of chopped roving of minimum length 1/2-inch to maximum length of 2 inches and shall be applied uniformly to an equivalent weight of 3 oz/sq. ft. Each pass of chopped roving shall be well-rolled prior to the application of additional reinforcement. The combined thickness of the inner surface and interior layer shall not be less than 0.10-inch.
    d. Wall Construction Procedure: After inner layer has been applied the manhole wall shall be constructed with chop and continuous strand filament wound manufacturing process which insures continuous reinforcement and uniform strength and composition. The cone section, if produced separately, shall be affixed to the barrel section at the factory with resin-glass reinforced joint resulting in a 1-piece unit. Seams shall be fiber glassed on the inside and the outside using the same glass-resin jointing procedure. Field joints shall not be acceptable by anyone except the manufacturer.
    e. Exterior Surface: For a UV inhibiter the resin on the exterior surface of the manhole shall have gray pigment added for a minimum thickness 0.125-inch.
    f. Stubouts and Connections: Stubouts shall be factory installed. Installation of SDR PVC sewer pipe shall be performed by sanding, priming and using resin fiber-reinforced hand layup. The resin and fiberglass shall be same type and grade as used in the fabrication of the fiberglass manhole. Inserta-Tee fittings or Kor-N-Seal boots may be installed by manhole manufacturer using fiberglass reinforced pipe stubout for Kor-N-Seal boot sealing surface.

g. Manhole Bottom: Fiberglass manholes installed in new lines shall have 4,000 psi concrete -reinforced bottoms. This concrete bottom shall comply to the City of Midland's requirements. Concrete shall be used to form bench area and invert. Also, concrete may be used on top of anti-flotation ring and around the reducer section as required for buoyancy. Manholes installed in existing lines shall utilize cast-in-place concrete bottoms in accordance with the Plans and Specifications.

h. Fillers and Additives: Fillers, when used, shall be inert to the environment and manhole construction. Sand shall not be accepted as an approved filler. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used to meet the requirements of this standard. The resulting reinforced-plastic material must meet the requirements of this Specification.

i. Manufacture: Manhole cylinders, manway reducers, and connectors shall be produced from glass fiber-reinforced polyester resin using a combination of chop and continuous filament wound process. All manholes shall be designed so that a ladder or step system can be supported by the installed manhole. Manway reducers will be concentric with respect to the larger portion of the manhole diameters through 60 inches. Larger manholes may have concentric or eccentric manway reducer openings. The manhole shall provide an area from which a typical ring and cover plate can be supported without damage to the manhole.

j. Exterior Surface: The exterior surface shall be relatively smooth with no sharp projections. Hand-work finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than 1/2-inch in diameter, delamination or fiber show.

k. Interior Surface: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, delamination, blisters larger than 1/2-inch in diameter and wrinkles of 0.1256-inch or greater in depth. Surface pits shall be permitted if they are less than 0.75-inch in diameter and less than 0.0625-inch deep. Voids that cannot be broken with finger pressure and that are entirely below the resin surface shall be permitted if they are less than 1/2-inch in diameter and less than 0.0625-inch thick. Any manhole repair is required to meet all requirements of this Specification. Manhole lengths shall be in 6-inch increments plus or minus 2 inches. Tolerance of inside diameter shall be plus or minus 1 percent of required manhole diameter.

l. Load Rating: The complete manhole shall have a minimum dynamic-load rating of 16,000 lbf. when tested in accordance with ASTM D3753 Section 8.4 (Note 1). To establish this rating the complete manhole shall not leak, crack, or suffer other damage when load tested to 40,000 lbf., and shall not deflect vertically downward more than 0.25-inch at the point of load application when loaded to 24,000 lb.

m. Stiffness: The manhole cylinder shall have the minimum pipe-stiffness values shown in the table below when tested in accordance with ASTM D3753 Section 8.5 (Note 1).

Manhole Length in Feet	PSI
3 - 6.5	0.75
7 - 12.5	1.26
13 - 20.5	2.01
21 - 25.5	3.02
26 - 35	5.24

n. Soundness: In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to ASTM D3753 Section 8.6.

o. Chemical Resistance: When tested in accordance with ASTM D3753 Section 8.7 the log of percent retention of each property after immersion testing when platted against the log of immersion time, and extrapolated to 100,000 hours shall assure retention of at least 50 percent of initial properties.

p. Physical Properties:

		Hoop Direction (psi)	Axial Direction (psi)
1)	Tensile Strength	18,000	5,000
2)	Tensile Modules	0.6×10^6	0.7×10^6
3)	Flexural Strength	26,000	4,500
4)	Flexural Modules	1.4×10^6	0.7×10^6
5)	Compressive (psi)	18,000	10,000

q. All tests shall be performed as specified in ASTM D3753, latest addition, Section 8. Test Method ASTM D790 and Test Method ASTM D695.

r. Quality Control: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required ASTM D3753 testing shall be completed, and records of all testing shall be kept and copies of test records shall be presented to Engineer upon formal written request. The manufacturer shall provide an independent certification indicating that the manhole has been sampled, tested and inspected in accordance with the provisions of this Specification and meets all requirements.

s. Shipping and Handling: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4-inch by 4-inch by 30-inch timber into the top of the manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

t. Concrete Bottom: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside, concrete shall form the invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section buoyancy.

u. Grade Adjustment Rings: All final grade adjustment of manhole metal cover and frame assemblies shall be performed utilizing injection molded High Density Polyethylene (HDPE) grade adjustment rings as manufactured by LADTECH, Inc., Tel.: 651.415.1252, 1-877-ADJ-RING, or Approved Equal. They shall be used instead of concrete grade adjustment rings. Grade adjustment rings shall be manufactured from polyethylene plastic as identified in ASTM D1248 (Standard Specification for Polyethylene Plastic Molding and Extrusion Materials. Material properties shall be tested and qualified for usage per the ASTM Test Methods referred in ASTM D1248. The grade adjustment rings shall be tested to assure compliance with impact and loading requirements per AASHTO Standard Specification for Highway Bridges.

1) Complete installation of grade adjustment rings shall be performed as per manufacturer's recommendations and "Fiberglass Manhole Details" in Sanitary Sewer Details sheet. The space between the rings, fiberglass, manhole, and metal cover frame shall be sealed utilizing an approved all weather preformed joint sealant made of butyl rubber that can bond properly between HDPE grade adjustment rings, fiberglass manhole, and metal cover frame.

2) All manholes in the proposed roadways shall have grade adjustment rings of a total height of 2 feet. In all other locations, manhole metal cover and frame will seat on HDPE grade adjustment rings as required based on site condition. In proposed roadway locations, top 6 inches height of grade adjustment rings shall be composed of individual grade adjustment rings of maximum 2-inch thickness.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

A. Pipe Trench Excavation:

1. Pipe trenches shall be excavated to the lines and grades shown on the Drawings or as established by Engineer. Before excavation begins in paved areas, the existing pavement shall be cut or sawed to a neat line by methods that meet the approval of Engineer. The maximum width of the trench below the top of the pipe shall be the outside diameter of the pipe plus 24 inches with the pipe centered in the trench. The trenching equipment shall be maintained on a sufficiently level roadbed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to top of trench (undercutting) shall be 4 inches. Where necessary to stay within the maximum width limits at the top of the pipe or to maintain a relatively straight trench wall to remain within available right-of-way, the trench shall be adequately braced and sheeted. The trench wall shall not be allowed to slope at a greater than 1:1 slope, above the top of the pipe. Contractor shall be fully responsible for any damage to private property or existing facilities due to inadequate trench sheeting.
2. The trench shall be excavated to an even grade so that the pipe can be laid to true line and grade. In order to obtain a true even grade, the trench shall be fine graded and shaped to fit the details as shown on the Plans. Any part of the trench excavated below grade shall be corrected by filling with approved material and thoroughly compacting. If clay, rock or other unyielding material is encountered in the bottom of the trench, it shall be removed to a depth of 6 inches below grade, refilled with selected material and thoroughly compacted to grade.
3. Bell holes of ample dimensions shall be dug at each joint to permit the jointing and bedding of the pipe to be properly accomplished.
4. Before the next phase of construction can take place above the trench bottom which has been excavated to the proposed subgrade of the specified class of bedding, Contractor shall shape and grade earth subgrade. The earth subgrade for the bedding shall be free of surface water, firm, solid and stable before the specified class of bedding and/or pipe material is laid.
5. If Contractor encounters ground water and cannot maintain a firm, solid and stable earth subgrade, free of surface water, he shall be required to dewater the trench.
6. The dewatering shall be accomplished by means of a well point system or by other suitable means. The dewatering shall be maintained until the trench has been satisfactorily backfilled and then the dewatering means shall be systematically removed to allow the ground water to gradually rise in the trench. Contractor shall make his own arrangements for the disposal of ground water.
7. Trench digging machinery may be used to make trench excavations except in places where operations of same would cause damage to existing structures either above or below ground; in such instances, hand methods shall be employed. Contractor shall locate all existing underground lines, of which he has been advised whether or not they are shown on the Drawings, sufficiently in advance of trenching operations to prevent any damage thereto. Extreme care shall be used to prevent such damage and Contractor shall be fully responsible for damage to any such lines.

8. There will be no classification of excavated materials and all materials encountered shall be excavated as required. Adjacent structures shall be protected from damage by construction equipment. All excavated material shall be placed along the trench or hauled away from the work area where required, in a manner which will not endanger the Work. Contractor shall be responsible for removing all excess material from the job site.

B. Granular Bedding and Backfill:
   1. All sewer pipe shall be laid in a prepared crushed rock bedding material and shall be backfilled as detailed on the plans and coordinated with Section 31 23 33 "Trenching and Backfilling."
   2. Metallic Tape:
      a. Contractor shall backfill over non-metallic pipelines to a depth which is less than 24 inches and not more than 12 inches from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material at a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling before the marking tape is placed in the trench.
      b. Contractor shall then lay the marking tape in the pipe trench and tape shall be held in position by the spot placement of backfill materials over it to keep it from sliding to the sides and/or from being blown about in the ditch by the wind. The tape shall be laid with the painted side which shall also be the side with the identification lettering on it, in the "up" position. The tape shall be laid in the flat position and kept there until backfill is accomplished.
      c. Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

3.2 SANITARY SEWER PIPE INSTALLATION

A. General: All sewer pipe and fittings shall be unloaded, handled, laid, jointed, and tested for defects in the manner herein specified.

B. Inspection:
   1. Pipe and fittings shall be inspected upon delivery and during the progress of the Work and any material found to be defective will be rejected and Contractor shall remove such defective material from the site of the Work.
   2. Contractor shall be responsible for all materials furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacture or has been damaged in handling after delivery.

C. Pipe Laying:
   1. After the trench has been properly fine graded and bedded, the pipe shall be laid in accordance with the following Specifications. Each length of pipe shall be inspected for defects and shall be thoroughly cleaned inside and outside of the spigot before being lowered into the trench. Pipe laying shall proceed upgrade with the spigot ends pointing in the direction of the flow. All pipe shall be laid true to the lines and grades as established by Engineer. A properly calibrated laser instrument shall be used to lay the pipe on grade. Bell holes shall be dug at each joint of sufficient depth to allow the entire length of the barrel of the pipe to rest on the bottom of the trench and to allow ample space for properly jointing the pipe.

2. The jointing shall be completed for all pipe laid each day, in order not to leave open joints in the trench overnight. At times when pipe laying is not in progress, the open ends of the pipe shall be properly plugged. No pipe shall be laid in water, or when trench conditions or weather is unsuitable for such Work.
3. If water gets in the trench before the joint is completed, or if the pipe is disturbed from line and grade after being laid, the pipe shall be taken up, the joints cleaned, and the pipe re-laid.
4. Plugs shall be placed in the lines at the locations shown on the plans or as directed by Engineer.
5. The Work shall be watertight at all joints and any leaks or defects shall be immediately repaired. Any pipe which has been disturbed from any cause after being lain in its final position shall be taken up, the joint cleaned, and the pipe properly relaid.
6. Contractor shall take whatever precautions necessary to protect the sewer pipe that has been laid. At the end of the day or at such time as Contractor deems necessary, all exposed ends of the sewer pipe (main line or interconnects) shall be plugged to prevent the inflow of stormwater or other objectionable materials, animals and humans. It shall be Contractor's responsibility to prevent these flows from damaging or entering the sewer pipe.
    a. Polyvinyl Chloride (PVC) Pipe:
        1) The installation of PVC pipe shall conform to the ASTM D2321-72, "Underground Installation of Flexible Thermoplastic Sewer Pipe," and the recommended practice of the pipe manufacturer or as specified herein and in accordance with the details on the Plans.

D. Sanitary Sewer Service Connections:
1. By definition, a sewer service connection is that part of an individual sewer lateral located on City property from the tee in the main line out to the property line of a residence or business. All Work shall meet the minimum requirements of the City of Midland, Texas.
2. Requirements for bedding, laying and backfilling sewer service connections shall be the same as those required for the main sewer line.
3. Sanitary Sewer Service Connections on Existing Sewer Lines:
    a. New sewer service connection taps to existing lines shall be done using a gasketed fitting in conjunction with a full circle repair sleeve coupling. Cuts in clay pipe shall be made using a 4-inch core cutting machine that will remove the coupon from the pipe. Contractor cannot hammer or chisel, etc. the hole in clay pipe.

E. Backfill: As soon as practicable after laying and jointing of the pipe, the completion of bedding, and the completion of structures, the trench shall be backfilled in accordance with the trench backfill detail in the Plans.

F. Maintaining Existing Sewer System in Operation:

1. At several locations, as shown on the Plans, the proposed sewer will be inter-connected to the existing sewer system. Contractor shall, at all times, provide adequate means to ensure continuous operations of the existing sewer system during the construction operations. This may require blocking the existing line at a manhole and pumping the sewage around the construction area. All pumping or diversion shall be the responsibility of Contractor and shall be included in the price bid for the various pipeline items.
2. Contractor shall schedule his work so that he can minimize the interruption time to the existing services along the proposed sewer line.

3.3 MANHOLES

A. General: The manholes shall be constructed at the locations and in accordance with the details shown on the Plans or as directed by Engineer and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded, leveled and consolidated by means of tamping to achieve a minimum density of 90 percent. The testing will be as outlined in ASTM D1557. A minimum of 6 inches of rock bedding shall be laid on the prepared subgrade and the manhole shall sit in place level and plumb.

B. Backfill: The backfill around the manholes shall be done in accordance with the details shown on the Plans.

3.4 LEAKAGE

A. Leakage tests shall be made by Contractor on all sewer lines and manholes after installation. The tests on the sewer lines shall be made on sections of pipe between manholes. Each section of sewer line shall be tested using the Air Test Methods, in accordance with ANSI/ASTM C828 (latest revision).

B. Contractor shall use a water test to check the leakage in a manhole. The leakage in the manhole being tested shall not exceed the allowable leakage for the smallest diameter pipe connected into the manhole being tested.

C. If a test fails to meet the minimum allowable requirements of the test, Contractor shall immediately determine the cause, make the necessary repairs and retest. All testing and repair work shall be done at Contractor's expense.

D. Leakage testing will not be performed until all backfill material required has been placed and densified for a period of 30 days, unless specifically authorized by Engineer.

3.5 SEPTIC SYSTEM REMOVAL

A. Septic systems identified in this Project shall be removed (not just abandoned) according to the requirements of Texas Administrative Code 30 TAC 285. All Work including the removal and proper disposal of removed material shall meet the requirements of 30 TAC 285, TCEQ, Midland County ordinances, and City of Midland ordinances. For this Project, the existing physical septic items listed in 30 TAC Chapter 285 "Tanks, Boreholes, Cesspools, Seepage Pits, Holding Tanks, and Pump Tanks," if on site for this Project shall be removed from the site completely to allow full reuse of the existing septic system areas. The sewage function at each removed system will be replaced by the new gravity sewer constructed under this Project.

B. Prior to Bid, Contractor shall evaluate the existing septic tanks and drain fields on site in order to compile all costs associated with the removal of these items; the disposal of all materials and organic material, and all administrative permitting required.

C. The removal and removal cost shall include backfilling the removal areas with acceptable soil material, placed watered and compacted in lifts pre the Plans and Specifications. Site fill materials for septic backfill shall be on-site material, or a select non-expansive material meeting the following general requirements. The material shall be free of debris, waste, frozen materials, vegetation, and other deleterious matter:

Maximum Aggregate Size	3.0 Inches
Percent Retained on No. 4 Sieve	25 to 50
Percent Retained on No. 40 Sieve	50 to 85
Plasticity Index	15 maximum

D. Contractor shall provide testing of off-site borrow material for conformance with the above gradation and P.I.

3.6 DEFLECTION TEST

A. A deflection test shall be made by Contractor on all flexible sewer pipe. The test shall not be made on a section of sewer until all the backfill on that section has been placed and densified for a period of 30 days, unless otherwise authorized by Engineer.

B. The deflection test shall be run using a rigid Go No-Go mandrel with a diameter equal to 95 percent of the base inside diameter of the pipe. Contractor shall submit Shop Drawings of the mandrel to Engineer for approval prior to using the mandrel for testing.

C. The test shall be performed without mechanical pulling devices. Wherever possible and practical, the testing shall be initiated at a downstream manhole and proceed upstream.

D. No pipe shall exceed a deflection of 5 percent of the base inside diameter of the pipe. All excess deflections shall be corrected. Contractor shall excavate to the point of the excess deflection, correct the deficiency and retest the pipe. If the pipe retest fails the 5 percent allowable deflection, the pipe shall be replaced.

E. All testing and repair work shall be done at Contractor's expense.

3.7 CLEANING UP

A. After the construction work is completed and before final acceptance by Owner, Contractor shall remove all rubbish, excess materials, excess materials from excavations, and other debris from the site of the Work, and all trench surfaces shall be bladed as heretofore specified. The cost of cleanup shall be included in the bid prices for the various units of Work.

END OF SECTION

City Council Meeting

Item Number: 15.
Meeting Date: April 28, 2026
To: City Council
From: Sara Harris, Executive Director | Midland Development Corporation
Subject: MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDLAND 2025 MSO, LLC REGARDING THE DEVELOPMENT OF A VETERINARY AND SURGICAL DIAGNOSTIC HOSPITAL

Purpose:
The Board of Directors of the Midland Development Corporation approved at a regular meeting on April 13, 2026 a resolution authorizing the execution of an economic development agreement with Midland 2025 MSO, LLC, to develop a veterinary and surgical diagnostic hospital, and authorizing payment.

Recommended Action:
Approve

Fiscal Impact:
$160,000.00

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:

- This economic development agreement supports a new 8,000 sf veterinary diagnostic and surgical hospital in Midland, expanding access to specialized services currently limited in the local market. It includes 32 new full-time jobs, including 5 veterinarians. The facility will include a minimum $4M in capital investment maintained over the agreement term.
    - MDC Incentives (performance based):
        - $29,000 per veterinarian job (≥ $158,298 salary)
        - $7,500 for office manager job and hospital manager job (≥ $55,000 salary)
        - Paid only after jobs are created and maintained for one year
        - Total incentive cap: $160,000
    - Clawback provisions for non-performance
    - Construction start by end of 2026
    - Completion by end of 2028

- Agreement term through 2035
- A performance-based, low-risk partnership that supports job creation and expands specialized services while ensuring accountability for public investment.

Attachments:

A. (2026.04.13) Vet Hospital ED Agreement [Final w Exhibit]

Sara Harris, City Manager	Created/Initiated - 4/17/2026
Jose Ortiz, City Manager	Approved - 4/20/2026
Morris Williams, City Manager	Approved - 4/20/2026
Christy Weakland, Finance	Approved - 4/21/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and **MIDLAND 2025 MSO, LLC**, a Texas limited liability company ("*Company*").

I.
Recitals

A. Company seeks to construct and operate the Midland Veterinary Diagnostic & Surgical Hospital within the territorial limits of the City of Midland, Texas, which is to be an approximate 8,000 square-foot veterinary facility located on Thomason Drive west of Loop 250 (the "*Hospital*"). The Hospital will provide veterinary diagnostic and surgical services.

B. MDC and Company desire to set forth the terms and conditions upon which incentives will be provided to Company as consideration for Company providing for (i) the construction and operation of the Hospital in the City of Midland, Texas, (ii) the creation and maintenance of certain Full-Time Jobs (as defined herein) at the Hospital, and (iii) the investment in the Hospital and any associated capital equipment.

C. Company shall exercise its best efforts to employ residents of the City of Midland and to advertise the availability of job openings in the City of Midland, Texas. Additionally, when it is not possible to hire residents of the City of Midland, Company shall exercise its best commercially reasonable efforts to recruit new residents to live within the corporate limits of the City of Midland, Texas, and to advertise the availability of job openings in the corporate limits of the City of Midland, Texas.

D. Company shall ensure the creation and maintenance of at least 32 Full-Time Jobs at the Hospital by December 31, 2031, including five (5) Full-Time Jobs for veterinarians.

E. In addition to creating and maintaining said Full-Time Jobs, Company shall ensure the investment of at least $4,000,000.00 in the Hospital and any associated capital equipment by December 31, 2029.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and Company hereby agree as follows:

II.
Definitions

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

A. *"Affiliate"* means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. For purposes of this definition the term "control" (including its derivatives and similar terms) means possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common control.

B. *"Business"* means Company's commercial operations located at the Hospital in the City of Midland, Texas.

C. "*Business Day*" means each day, Monday through Friday, except to the extent any day is a holiday recognized by the Federal government of the United States or a state holiday recognized by the State of Texas.

D. "*Capital/Property Investments*" means investments made by Company in the Hospital, which shall consist of costs related to the real property, personal property, and capital expenditures associated with the establishment of the Hospital, which appear on a tax statement of the Midland Central Appraisal District.

E. *"Effective Date"* means _____.

F. *"Full-Time Job"* means a position of employment that requires an individual to: (i) work 1,820 hours per year, including allowance for vacation, sick leave, earned time off, or other of Company's policies and practices; and (ii) spend a substantial amount of his or her time performing job duties at the Hospital.

G. *"Person"* means any natural person, corporation, voluntary association, joint stock company, business trust, partnership, limited liability company, common law or statutory trust, joint venture, governmental authority, proprietorship, or other legal entity however constituted.

III.
Obligations of the Company

A. **Capital/Property Investment Obligation.** Company ensures that Company and/or its Affiliates shall invest in and maintain total Capital/Property Investments of Four Million and No/100 Dollars ($4,000,000.00) at the Hospital as of December 31, 2029.

The Capital/Property Investments at the Hospital shall be evidenced by tax statements issued by the Midland Central Appraisal District, which shall be provided to MDC no later than October 1 of each year during the term of this Agreement. The value of the

Capital/Property Investments shall be determined in accordance with the tax statements issued by the Midland Central Appraisal District. Company shall maintain the Capital/Property Investments for the duration of the term of this Agreement.

B. **Full-Time Job Creation Obligation.** Company shall ensure that Company and/or its Affiliates create and maintain at least 32 Full-Time Jobs at the Hospital by December 31, 2031, including five (5) Full-Time Jobs for veterinarians. Company shall ensure that Company and/or its Affiliates maintain said Full-Time Jobs for the duration of the term of this Agreement. Notwithstanding the foregoing, in the event of employee attrition due to voluntary resignation, retirement, termination for cause, disability, death, or other bona fide separation of employment in the ordinary course of business related to a Full-Time Job contemplated herein, such Full-Time Job vacancy shall not be deemed to have reduced the number of required Full-Time Jobs, provided that Company causes such vacant Full-Time Job to be filled within sixty (60) days for veterinarian, and within thirty (30) days for any other position. During any such vacancy period, the applicable position shall be deemed a Full-Time Job for purposes of Company's compliance with this Section.

The Full-Time Jobs shall be created in two (2) phases.

(i) The first phase shall be completed by June 30, 2029, wherein Company shall ensure that Company and/or its Affiliates have hired three (3) veterinarians, an office manager, a hospital manager, and fifteen (15) other Full-Time Job positions at the Hospital.

(ii) The second phase shall be completed by December 31, 2031, wherein Company shall ensure that Company and/or its Affiliates have hired an additional two (2) veterinarians, and ten (10) other Full-Time Job positions at the Hospital.

At the conclusion of the two (2) phases, Company shall ensure that Company and/or its Affiliates shall have hired at least five (5) veterinarians, an office manager, a hospital manager, and at least twenty-five (25) other Full-Time Job positions at the Hospital.

C. **Hospital Construction Obligations.** Company shall construct the Hospital substantially in accordance with the specifications listed in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. Company shall commence construction of the Hospital on or before December 31, 2026, by entering into a contract for the construction of the Hospital and thereafter diligently pursuing the completion of the Hospital's construction. The Hospital shall be substantially completed on or before December 31, 2028, subject to any force majeure extensions. Following the completion of the Hospital's construction, Company shall provide written certification of the Hospital's completion to MDC. Thereafter, Company shall operate and maintain the Hospital in accordance with the standards commonly associated with similarly situated veterinary hospitals for the remainder of the term of this Agreement.

D. **Quarterly Compliance Certifications.** Beginning for the quarter ending March 31, 2027, and for every quarter thereafter during the term of this Agreement, Company shall certify to MDC, as described in Section IX.B below, the following:

1. The total Full-Time Jobs created and maintained at the Hospital as of the last day of the preceding quarter; and

2. The total amount of Capital/Property Investment made at the Hospital.

With respect to the Capital/Property Investment compliance certifications, Company shall describe or list the Capital/Property Investments and provide certification as to the cost of such Capital/Property Investments. Said quarterly compliance certifications shall be due to MDC no later than forty-five (45) days following the end of each quarter.

E. **Annual Compliance Certifications.** Beginning for the time period spanning the Effective Date through December 31, 2026, and every subsequent calendar year thereafter (each a "*Compliance Year*") during the term of this Agreement, Company shall submit a compliance certification (an "*Annual Certification*") to MDC, as described in Section IX.B below, the following:

1. The total Full-Time Jobs created and maintained at the Hospital as of the last day of the previous Compliance Year; and

2. The total amount of Capital/Property Investment made at the Hospital.

Every Annual Certification shall also be accompanied by a separate certification completed by a duly licensed accountant stipulating that (i) the information contained in the Annual Certification is true and correct and (ii) the information contained in the Annual Certification was derived using Generally Accepted Accounting Principles. Company shall submit every Annual Certification within sixty (60) days from the end of every Compliance Year.

IV.
Obligation of the MDC

On or before thirty (30) days following Company's submission of an Annual Certification to MDC demonstrating Company's creation of one or more Full-Time Jobs during the previous Compliance Year, MDC shall provide Company incentive funds as follows:

A. a one-time job creation incentive of Twenty-Nine Thousand and No/100 Dollars ($29,000.00) for each new veterinarian Full-Time Job created and maintained at the Hospital, provided the average annual gross wage, including benefits, per veterinarian Full-Time Job equals or exceeds $158,298.00;

B. a one-time job creation incentive of Seven Thousand Five Hundred Dollars ($7,500.00) for a new office manager Full-Time Job, provided the annual gross wage, including benefits, for such Full-Time Job equals or exceeds $55,000.00; and

C. a one-time job creation incentive of Seven Thousand Five Hundred Dollars ($7,500.00) for a new hospital manager Full-Time Job, provided the annual gross wage, including benefits, for such Full-Time Job equals or exceeds $55,000.00.

Job creation incentives associated with each Full-Time Job referenced in Section IV.A, Section IV.B, and Section IV.C shall be disbursed after such job has been created and maintained for a period of at least one (1) year. Notwithstanding any contrary provision contained herein, MDC's obligation to provide the incentive funds referenced in this Section shall be expressly subject to Company's full and complete satisfaction of its obligations contained in Section III. For the avoidance of any doubt, Company's obligation to complete construction of the Hospital shall be considered a condition precedent to MDC's obligation to provide the incentives referenced in this Section IV. If an Annual Certification shows Company to be deficient in its satisfaction of its obligations contained in Section III, then: (i) MDC shall be relieved of its obligation to provide further incentive funds until such time that Company satisfies such obligations and certifies such compliance in writing to MDC; and (ii) MDC shall be entitled to pursue any remedies referenced herein or that are available at law or in equity. MDC's total Full-Time Job creation incentive obligation under this Agreement shall not exceed a total of One Hundred Sixty Thousand and No/100 Dollars ($160,000.00).

V.
Repayment Provisions; Remedies Upon Default

A. If an Annual Compliance Certification demonstrates that Company has not: (i) made and maintained Capital/Property Investments in accordance with Section III.A; (ii) created and maintained Full-Time Jobs in accordance with Section III.B; or (iii) commenced or completed construction of the Hospital in accordance with Section III.C, then Company shall be in default of this Agreement.

B. If Company is in default of this Agreement due to its failure to maintain the Full-Time Jobs contemplated in Section IV.A, Section IV.B, or Section IV.C at the Hospital, and if MDC previously disbursed incentive funds pursuant to Section IV that have not been previously repaid to MDC, then Company shall repay to MDC the amount of Twenty-Nine Thousand and No/100 Dollars ($29,000.00) for each veterinarian Full-Time Job, and Seven Thousand Five Hundred and No/100 Dollars ($7,500.00) for each office manager or hospital manager Full-Time Job that Company failed to maintain. Company shall be required to repay the amounts referenced in this Section within thirty (30) days following its receipt of written notice from MDC describing Company's default and demanding repayment. Furthermore, MDC shall be relieved of its obligation to provide further incentive funds until such time that Company remedies its default and certifies its compliance in writing to MDC.

C. If Company is in default of this Agreement due to its failure to invest in and maintain total Capital/Property Investments of $4,000,000.00 at the Hospital as of December 31, 2029 in

accordance with Section III.A, and if MDC previously disbursed incentive funds pursuant to Section IV that have not been previously repaid to MDC, then MDC shall have the right to require that Company repay an amount not to exceed one-third (1/3) of all previously disbursed incentive funds paid to Company as of the date MDC sends written notice to Company of such default. The determination as to a final repayment amount that Company must make to MDC following Company's default under this Section shall be in the sole and absolute discretion of MDC's Chairman. Company shall be required to repay such amount within thirty (30) days following its receipt of written notice from MDC describing Company's default and demanding repayment. Furthermore, MDC shall be relieved of its obligation to provide further incentive funds until such time as Company remedies its default and certifies its compliance in writing to MDC.

D. If Company is in default of this Agreement due to its failure to create and maintain the Full-Time Jobs in accordance with the phase schedule contained in Section III.B, and if MDC previously disbursed incentive funds pursuant to Section IV that have not been previously repaid to MDC, then MDC shall have the right to require that Company repay an amount not to exceed one-third (1/3) of all previously disbursed incentive funds paid to Company as of the date MDC sends written notice to Company of such default. The determination as to a final repayment amount that Company must make to MDC following Company's default under this Section shall be in the sole and absolute discretion of MDC's Chairman. Company shall be required to repay such amount within thirty (30) days following its receipt of written notice from MDC describing Company's default and demanding repayment. Furthermore, MDC shall be relieved of its obligation to provide further incentive funds until such time as Company remedies its default and certifies its compliance in writing to MDC

E. If Company is in default of this Agreement due to its failure to commence or complete the construction of the Hospital pursuant to Section III.C, then MDC shall be entitled to terminate this Agreement in accordance with Section X.E below.

F. The parties agree that if Company defaults in its performance of this Agreement, MDC shall be entitled to the remedies referenced in this Agreement in addition to any other remedy to which it may be entitled at law or in equity.

VI.
Cure Period

In lieu of exercising the right and remedies contained in Section V after MDC gives Company written notice of its default as set forth in this Agreement, MDC may, in its sole and absolute discretion, elect to allow Company a period not less than thirty (30) days, but not to exceed sixty (60) days to cure any such default. Any such election by MDC to allow Company to cure such a default shall in no way be construed as, or shall operate as, a waiver of any of MDC's rights contained in this Agreement.

VII.
Term

Upon execution by all of the parties, this Agreement becomes effective on the Effective Date and shall terminate on December 31, 2035, or when terminated by mutual agreement of the parties, or when terminated as set forth in Section X.E.

VIII.
Law

The parties acknowledge and agree that the incentive funds provided to Company under this Agreement shall be utilized solely for purposes authorized under this Agreement and Chapter 501 of the Texas Local Government Code, as applicable.

IX.
Special Conditions

A. **Total Financial Commitment.** Notwithstanding any other provision hereof that may be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed One Hundred Sixty Thousand and No/100 Dollars ($160,000.00) in the aggregate.

B. **Certifications.** Company agrees to the following certification requirements:

1. As to the certifications required in Section III.B, Company shall provide reasonable evidence or supporting documentation. Documentation for employment numbers may be in the form of Texas Workforce Commission Employer Quarterly Reports, or certified employee rosters that show the hours worked and positions filled, or such other reports as may be agreed upon by MDC and Company. Upon request, MDC may review Company's Texas Workforce Commission Employer Quarterly Reports in Midland, Texas, but may not copy or retain a copy of said reports.

2. Company shall allow MDC reasonable access to the Hospital, for purpose of determining Company's compliance with the employment certifications given by Company, provided that such access shall be (i) with prior written notice; (ii) accompanied by representatives of Company; and (iii) during normal business hours.

3. When requested in writing by MDC to do so, Company will provide a notarized statement in a form acceptable to MDC that, to Company's knowledge, Company is in compliance with each applicable term of this Agreement.

4. All certifications required under this Agreement shall be signed and sworn to by Company's chief executive officer and chief financial officer (or equivalents thereof) before a notary and shall contain an appropriate jurat and a statement that the information contained in the certification is true and correct.

5. Company shall maintain, during the term of this Agreement and for a period of three (3) years following expiration of the term, all records necessary to confirm that the

Company is capable of meeting its obligations under this Agreement and that the Company has met its obligations under this Agreement relating to Full-Time Jobs and Capital/Property Investment, including such records maintained by an Affiliate and including (as appropriate): (i) all payroll records and daily time sheets and other records of personnel utilization on work activities at the Hospital (including records on an hourly basis for personnel); (ii) invoices for materials and equipment; (iii) drawings, specifications, schedules, instructions, receipts; and (iv) agreements, subcontracts and purchase orders relating to the Capital/Property Investments. Upon reasonable advance-written notice, Company shall, subject to confidentiality and privacy obligations, make all such documents available to MDC for inspection, audit and copying, regardless of whether a dispute is then pending between the parties. Access shall be provided to MDC and/or the accounting firm designated by MDC to perform such review during normal business hours in an adequate workspace. Upon receipt of a written request made by MDC, Company shall reimburse all reasonable costs incurred by MDC relating to the inspection, audit and copying of said documents.

C. **Covenants.** Company makes the following covenants to MDC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which shall constitute an event of default, MDC may terminate this Agreement, at its sole and absolute discretion:

1. Company is a legal entity duly organized, validly existing and in good standing and is duly authorized to do business in the State of Texas.

2. The execution of this Agreement has been duly authorized by Company's board of directors or other governing body, or by officers empowered to execute such agreements and bind Company, and is not in contravention of the provisions of Company's articles of incorporation or bylaws, or of any agreement or instrument to which Company is a party to or by which it may be bound, the breach of which would have a material, adverse effect on Company and its operations.

3. There are no bankruptcy proceedings currently pending by or against Company.

4. None of Company's assets are subject to any material lien, security interest or other encumbrance, except as reflected in writing and furnished to MDC prior to the Effective Date.

5. No certificate or statement delivered or to be delivered by Company to MDC under this Agreement or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading in any material respect by reason of any omission.

D. **Suspension.** MDC, under the following circumstances and at its sole discretion, may terminate this Agreement:

1. The insolvency of Company. "Insolvency" shall have the meaning set forth in federal bankruptcy law.

2. The appointment of a receiver of Company, or of all or any substantial part of their property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

3. The adjudication of Company as bankrupt, the filing by Company of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against Company in any bankruptcy or reorganization proceeding.

4. Company's failure to complete construction of the Hospital pursuant to Section III.C.

E. **Additional Covenants.** If Company should fail to comply with any of the following provisions, and such failure continues for sixty (60) days following written notice to Company (each, an event of default), MDC may terminate this Agreement.

1. Company, or any affiliate of, or successor to Company, shall continue its fulltime commercial operations in accordance with Company's obligations set forth in this Agreement at all times during the period of this Agreement.

2. Company shall pay, or cause to be paid, before delinquent all ad valorem taxes assessed against its Capital/Property Investments owed to the taxing authorities having jurisdiction, as may be set forth in the Sublease. In addition, Company shall pay before delinquent all employment, income, franchise and all other taxes to all local, state and federal entities.

3. Company shall, on a yearly basis during the term of this Agreement, provide MDC with tax certificates from Midland Central Appraisal District demonstrating that all taxes on the Hospital and the Capital/Property Investments have been paid in full to the current tax year.

4. Company shall obtain and maintain all necessary rights, licenses, and permits to carry on its Business.

5. Company agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply in all material respects with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, religion, age, sex or by reason of being disabled.

6. Company agrees that it shall comply with Texas Government Code Section 2264.001 *et seq*., as amended.

F. **Interpretation of Terms & Obligations.** The parties acknowledge and agree that the canon of construction that "any ambiguities are to be construed against the drafter" shall

not be employed in the interpretation of this Agreement. Notwithstanding any other provision contained herein to the contrary, the parties agree that in the event that there is a dispute regarding whether a particular item falls within the definition of "Full-Time Job" or Capital/Property Investment, MDC shall make such determination in its sole and absolute discretion, and such determination shall be final and binding on Company.

X.
General Terms

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

B. **Legal Relationships.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other and no party shall have the power to bind or obligate another, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and Company. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a pecuniary interest or an equal right of control that would give rise to vicarious liability.

C. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

D. **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 MDC; that Company shall have exclusive control of and the exclusive right to control the details of the obligations 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 MDC and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of MDC. Company shall be an independent contractor under this Agreement and shall assume all rights, obligations and liabilities applicable to it as an independent contractor. MDC does not have the power to direct the order in which the work is done. MDC 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.

E. **Termination.** This Agreement may be terminated by mutual agreement of the parties or by any party upon the failure of another party to fulfill an obligation as set forth herein and such default is not cured within thirty (30) days after written notice from the other party reasonably specifying such default, or such longer period as may be reasonably necessary so long as such party has commenced the cure within such 30-day period, and thereafter diligently pursues such cure. Notwithstanding the foregoing or any contrary provision contained herein, if Company fails to commence or complete construction of the Hospital pursuant to Section III.C, MDC may elect to terminate this Agreement immediately and at no cost to MDC upon delivery of written notice to Company.

F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement, and of the signature pages, by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail (i.e., .pdf format) shall be deemed to be original signatures for any purpose(s) whatsoever.

G. **Governing Law & Venue.** The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payments made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas.

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

I. **Law.** This Agreement is subject to all applicable municipal, county, state and federal laws, regulations, orders and rules and Company agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. As used in this Agreement, the phrase “applicable law” is deemed to include the foregoing.

J. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by a party without the prior written consent of the other party.

XI.
Miscellaneous

A. Certification Regarding Undocumented Workers: Company certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, as defined below, during the term of this Agreement, "Undocumented Worker" shall mean an individual who, at any time during employment, is not (i) lawfully admitted for permanent residence to the United States or (ii) otherwise authorized under applicable law to be employed, on any basis or under any program in the United States. Company shall immediately notify MDC if (i) Company becomes aware of it or its Affiliate employs or has employed an Undocumented Worker, (ii) Company becomes aware or receives notice that it or its Affiliated is alleged to have employed an Undocumented Worker, or (iii) Company or its Affiliate is convicted of a violation under the following paragraph.

If during the term of this Agreement, Company or any of its Affiliates knowingly employ any Undocumented Worker and is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall forfeit its claim to any incentives owed to it by MDC under this Agreement and MDC shall be fully and completely discharged from any and all obligations due hereunder.

B. Severability. If any provision of this Agreement is held invalid or otherwise unenforceable by any court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or otherwise unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

C. Notices. All notices permitted or required hereunder shall be in writing, signed by the party giving such notice and delivered either (i) personally; (ii) by certified mail, return receipt requested, postage prepaid addressed to the party at the address listed below; (iii) delivered by a nationally recognized courier service; or (iv) via email or fax, provided that concurrent notice is delivered by any other approved method of delivery outlined in subsections (i) – (iii) above. Notices under this Section will be deemed effective if sent to the party or person identified below:

If to MDC:

Midland Development Corp.
Attn: MDC Chairman
Attn: Executive Director
200 N. Loraine St., Suite 610
Midland, Texas 79701

If to Company:

Midland 2025 MSO LLC
Attn: Breeanon James
3404 E FM 700
Big Spring, Texas 79720

With Copy To:

City Attorney's Office
City Hall
300 Loraine St., Suite 320

With Copy To:

Brandon Hurwitz
9005 Longmont Dr
Dallas, Texas 75238

Midland, Texas 79701

D. Paragraph Headings. The section headings inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.

E. Binding Effect. This Agreement shall inure to the benefit of, and shall be legally binding upon, the parties hereto and their respective heirs, successors, assigns and legal representatives.

F. Findings Incorporated. The recitals are hereby incorporated into the body of this Agreement for all rights and purposes, and shall be considered part of the mutual covenants, consideration and promises that bind the parties in the same manner as the material terms and provisions hereof.

G. Waiver of Attorney Fees. BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY 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), THAT COMPANY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC 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 JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION

SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

H. Amendment. This Agreement may only be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement. No amendment shall be effective unless approved by the MDC Board of Directors and the Midland City Council.

I. Release. COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S BOARD MEMBERS, ATTORNEYS, EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, MDC'S NEGLIGENCE.

J. Consideration. MDC and Company hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

K. Governmental Immunity. By executing this Agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

L. Governmental Function. MDC AND COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, COMPANY RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. MDC AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.

M. No Disparity of Bargaining Position. MDC and Company agree that there was no disparity of bargaining power between the parties in the negotiation and execution of this Agreement. MDC and Company acknowledge and agree that they were represented by legal counsel or had the opportunity to be represented. MDC and Company acknowledge

and agree that they have read and understood the entire Agreement prior to its execution. MDC and Company acknowledge and agree that there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

N. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representatives shall give the MDC Chairman notice in writing (consisting of one (1) original and two (2) copies of such notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company 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 (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claims. Failure to so notify MDC within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that its notice is insufficient. MDC 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 Texas law. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages regardless of whether MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this Section are reasonable.

O. Indemnity. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL MDC OFFICERS, AGENTS, AND EMPLOYEES FROM ALL THIRD-PARTY SUITS, ACTIONS, CLAIMS, DAMAGES, INJURIES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR OR ARISING OUT OF, OR RESULTING FROM THE EXECUTION AND ENFORCEMENT OF THIS AGREEMENT.

P. Approval Required. This Agreement shall not become effective until approved by the Midland City Council.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS AGREEMENT.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, MDC and Company have executed this Agreement as of the Effective Date.

MIDLAND DEVELOPMENT CORPORATION

_____
Brad Bullock, Chairman

ATTEST:

_____
Garrett Donnelly, Secretary

MIDLAND 2025 MSO, LLC

By: _____

Name: _____

Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, _____, a notary public, on this day personally appeared _____, _____ of MIDLAND 2025 MSO, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2026.

_____
Notary Public, in and for
the State of _____

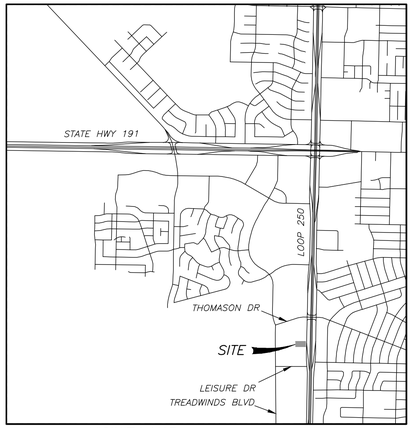
EXHIBIT A

Hospital Specifications

ALTA/NSPS (2021) LAND TITLE SURVEY
OF A 1.131-ACRE TRACT OF LAND AND A 1.055-ACRE TRACT OF LAND IN SECTION 48, BLOCK 40, T-1-S T&P RR. CO. SURVEY, ABSTRACT NO. 830 MIDLAND COUNTY, TEXAS

PREPARED TREPARED BY: ESTRELLA ENGINEERING CO. 2015-11001, OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

0 30' 60'
Scale: 1" = 30'



VICINITY MAP (NOT TO SCALE)

NOTES REGARDING TITLE COMMITMENT:

The following items appear in Schedule B of a commitment for title insurance issued by West Texas Abstract and Title Company, GF No. WTA-80C-48802529283-MR, Effective Date: July 20, 2025, 8:00 a.m., Issued: July 25, 2025, 8:00 a.m.

Restrictive Covenants: Clerk's File No. 2023-9416, Real Property Records, Midland County, Texas.

Easements & other matters:

10.
c. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Poka-Lambro Telephone Cooperative, Inc.
Purpose: As provided in said document
Recording Date: April 18, 1992
Recording No: Volume 1119, Page 131, Real Property Records, Midland County, Texas
*- **DOES AFFECT AS SHOWN HEREON.***

d. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Midland, Texas
Purpose: As provided in said document
Recording Date: October 28, 2020
Recording No: under Clerk's File No. 2020-32264, Real Property Records, Midland County, Texas
*- **DOES AFFECT AS SHOWN HEREON.***

e. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Mid Partners, LTD
Purpose: As provided in said document Recording Date: April 27, 2023
Recording No: under Clerk's File No. 2023-9752, Real Property Records, Midland County, Texas
*- **THE 0.134-ACRE ACCESS EASEMENT DOES NOT AFFECT, NOT SHOWN HEREON.***

f. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Kent Distributors, Inc.
Purpose: As provided in said document Recording Date: May 24, 2024
Recording No: under Clerk's File No. 2024-11762, Real Property Records, Midland County, Texas
*- **DOES AFFECT AS SHOWN HEREON.***

g. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date:April 24, 2023
Recording No: under Clerk's File No. 2023-9416, Real Property Records, Midland County, Texas Liens and charges as set forth in the above mentioned declaration,
Payable to: Westridge Village Owners' Association
*- **NOT ADDRESSED HEREON.***

h. Matters contained in that certain document

Entitled: Memorandum of Option Agreement
Dated: May 23, 2024
Executed by: Kent Distributors and Westridge Village, LP
Recording Date: May 24, 2024
Recording No: under Clerk's File No. 2024-11763, Real Property Records, Midland County, Texas
Reference is hereby made to said document for full particulars.
*- **NOT ADDRESSED HEREON.***

FLOOD ZONE INFORMATION

Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481239, Sheet Number 48329C0182F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area. According to the map the current flood zone classification for the surveyed property is Zone X.

LEGEND:

○	*Set 1/2" iron rod with a cap marked "PARKHILL RPLS 6889"*
●	*Found 1/2" iron rod with a cap marked "RPLS 6832"*
△	*Calculated Point*
■	*Found TxDOT concrete monument*
	Benchmark ("X" mark on concrete)
☼	*Electric Light Pole*
∅	*Electric Power Pole*
—o—	*Sign*
Ⓢ	*Sanitary Sewer Manhole*
(Brg. Dist.) =	*Record Call*
M.C.O.P.R. =	*Midland County Official Public Records*
M.C.D.R. =	*Midland County Deed Records*

	Tract Limits Boundary
	Adjoiner Tract/Lot Line
	Proposed Easement
	Existing Easement
	Curb And Gutter
—8—	*Fence Pipe Rail*
—‖—	*Fence Wrought Iron*
—XXXX—	*Topographic Contour Major*
	Topographic Contour Minor
—UFO—	*Fiber Optic Underground (as marked on ground)*
—UGC—	*Communications Underground (as marked on ground)*
—G—	*Gas Line Underground (as marked on ground)*
—OHE—	*Power Overhead*

1.055-ACRE TRACT METES & BOUNDS DESCRIPTION:

A 1.055-acre tract in Section 48, Block 40, T-1-S, T.&P. RR. Co. Survey, Abstract No. 830, Midland County, Texas and being a portion of that certain 37.65-acre tract conveyed to Westridge Village LP described in a special warranty deed recorded in Instrument No. 2019-19221 of the Official Public Records of Midland County, Texas and being that certain proposed Lot 5, Block 48, Westridge Park Addition; said 1.055-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on July 30, 2025:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of Loop 250 and the east line of said 37.65-acre tract, at the northeast corner of Lot 1, Block 48, Westridge Park Addition, Section 51, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Instrument No. 2023-23841 of said Official Public Records, for the southwest corner hereof, said beginning point having coordinates of NORTHING: 10,688,089.59 and Easting: 1,733,751.49, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the northeast corner of said Section 48 as described in said Instrument No. 2019-19221 bears North 04 degrees 21 minutes 30 seconds West a distance of 1858.88 feet and TxDOT concrete monument found in the west line of said Loop 250 at a corner of said Lot 1 bears South 14 degrees 23 minutes 56 seconds East a distance of 542.59 feet;

(1) THENCE South 75 degrees 09 minutes 23 seconds West a distance of 229.00 feet crossing said 37.65-acre tract along the north line of said Lot 1 to a point for the southeast corner of that certain proposed Lot 4, Block 48, Westridge Park Addition and the southwest corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set at the northwest corner of said Lot 1, for the southwest corner of said proposed Lot 4 bears South 75 degrees 09 minutes 23 seconds West a distance of 246.29 feet;

(2) THENCE North 14 degrees 50 minutes 08 seconds West a distance of 200.00 feet crossing said 37.65-acre tract along the east line of said proposed Lot 4 to a point for the northeast corner of said proposed Lot 4 and the northwest corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northwest corner of said proposed Lot 4 bears South 75 degrees 09 minutes 23 seconds West a distance of 246.29 feet;

(3) THENCE North 75 degrees 09 minutes 23 seconds East a distance of 230.52 feet crossing said 37.65-acre tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of said Loop 250 and the east line of said 37.65-acre tract, for the northeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "RPLS 6832" found in the west line of said Loop 250 and the east line of said 37.65-acre tract bears North 14 degrees 23 minutes 56 seconds West a distance of 282.62 feet;

(4) THENCE South 14 degrees 23 minutes 56 seconds East a distance of 200.01 feet along the west line of said Loop 250 and the east line of said 37.65-acre tract to the POINT OF BEGINNING containing 1.055 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may not disclosed on the provided title commitment documents received. Record documents other than those described hereon may affect this tract.

1.131-ACRE TRACT METES & BOUNDS DESCRIPTION:

A 1.131-acre tract in Section 48, Block 40, T-1-S, T.&P. RR. Co. Survey, Abstract No. 830, Midland County, Texas and being a portion of that certain 37.65-acre tract conveyed to Westridge Village LP described in a special warranty deed recorded in Instrument No. 2019-19221 of the Official Public Records of Midland County, Texas and being that certain proposed Lot 4, Block 48, Westridge Park Addition; said 1.131-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on July 30, 2025:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set at the northwest corner of said Lot 1, Block 48, Westridge Park Addition, Section 51, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Instrument No. 2023-23841 of said Official Public Records, for the southwest corner hereof, said beginning point having coordinates of NORTHING: 10,687,967.82 and EASTING:1,733,292.07, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the northeast corner of said Section 48 as described in said instrument No. 2019-19221 bears North 75 degrees 09 minutes 23 seconds East a distance of 475.29 feet and North 04 degrees 21 minutes 30 seconds West a distance of 1858.88 feet;

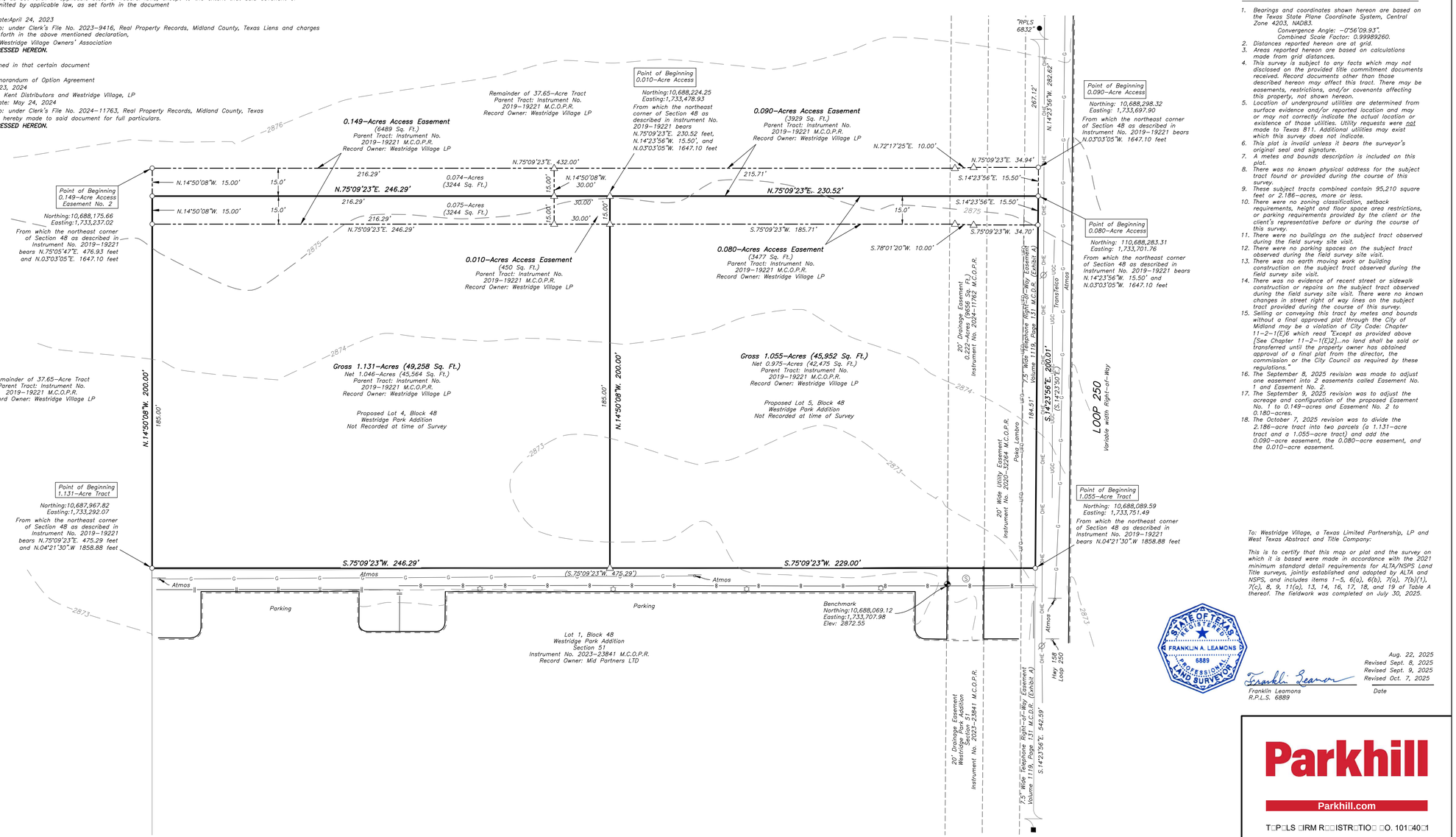
(1) THENCE North 14 degrees 50 minutes 08 seconds West a distance of 200.00 feet crossing said 37.65-acre tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northwest corner hereof;

(2) THENCE North 75 degrees 09 minutes 23 seconds East a distance of 246.29 feet crossing said 37.65-acre tract to a point for the northwest corner of that certain Lot 5, Block 48, Westridge Park Addition and the northeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of Loop 250 and the east line of said 37.65-acre tract, for the northeast corner of said proposed Lot 5 bears North 75 degrees 09 minutes 23 seconds East a distance of 230.52 feet;

(3) THENCE South 14 degrees 50 minutes 08 seconds East a distance of 200.00 feet crossing said 37.65-acre tract along the west line of said proposed Lot 5 to a point in the north line of said Lot 1, for the southwest corner of said proposed Lot 5 and the southeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of said Loop 250 and the east line of said 37.65-acre tract, at the northeast corner of said Lot 1, for the southeast corner of said proposed Lot 5 bears North 75 degrees 09 minutes 23 seconds East a distance of 229.00 feet;

(4) THENCE South 75 degrees 09 minutes 23 seconds West a distance of 246.29 feet crossing said 37.65-acre tract along the north line of said Lot 1 to the POINT OF BEGINNING containing 1.131 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may not disclosed on the provided title commitment documents received. Record documents other than those described hereon may affect this tract.



SURVEYOR'S REPORT:

1. *Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, NAD83.*
   Convergence Angle: -0°56'09.93".
   Combined Scale Factor: 0.99989260.
2. *Distances reported hereon are at grid.*
3. *Areas reported hereon are based on calculations made from grid distances.*
4. *This survey is subject to any facts which may not disclosed on the provided title commitment documents received. Record documents other than those described hereon may affect this tract. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.*
5. *Location of underground utilities are determined from surface evidence and/or reported location and may or may not correctly indicate the actual location or existence of those utilities. Utility requests were not made to Texas 811. Additional utilities may exist which this survey does not indicate.*
6. *This plat is invalid unless it bears the surveyor's original seal and signature.*
7. *A metes and bounds description is included on this plat.*
8. *There was no known physical address for the subject tract found or provided during the course of this survey.*
9. *These subject tracts combined contain 95,210 square feet or 2.186-acres, more or less.*
10. *There were no zoning classification, setback requirements, height and floor space area restrictions, or parking requirements provided by the client or the client's representative before or during the course of this survey.*
11. *There were no buildings on the subject tract observed during the field survey site visit.*
12. *There were no parking spaces on the subject tract observed during the field survey site visit.*
13. *There was no earth moving work or building construction on the subject tract observed during the field survey site visit.*
14. *There was no evidence of recent street or sidewalk construction or repairs on the subject tract observed during the field survey site visit. There were no known changes in street right of way lines on the subject tract provided during the course of this survey.*
15. *Selling or conveying this tract by metes and bounds without a final approved plat through the City of Midland may be a violation of City Code: Chapter 11-2-1(E)6 which read "Except as provided above [See Chapter 11-2-1(E)2]..no land shall be sold or transferred until the property owner has obtained approval of a final plat from the director, the commission or the City Council as required by these regulations."*
16. *The September 8, 2025 revision was made to adjust one easement into 2 easements called Easement No. 1 and Easement No. 2.*
17. *The September 9, 2025 revision was to adjust the acreage and configuration of the proposed Easement No. 1 to 0.149-acres and Easement No. 2 to 0.180-acres.*
18. *The October 7, 2025 revision was to divide the 2.186-acre tract into two parcels (a 1.131-acre tract and a 1.055-acre tract) and add the 0.090-acre easement, the 0.080-acre easement, and the 0.010-acre easement.*

To: Westridge Village, a Texas Limited Partnership, LP and West Texas Abstract and Title Company:

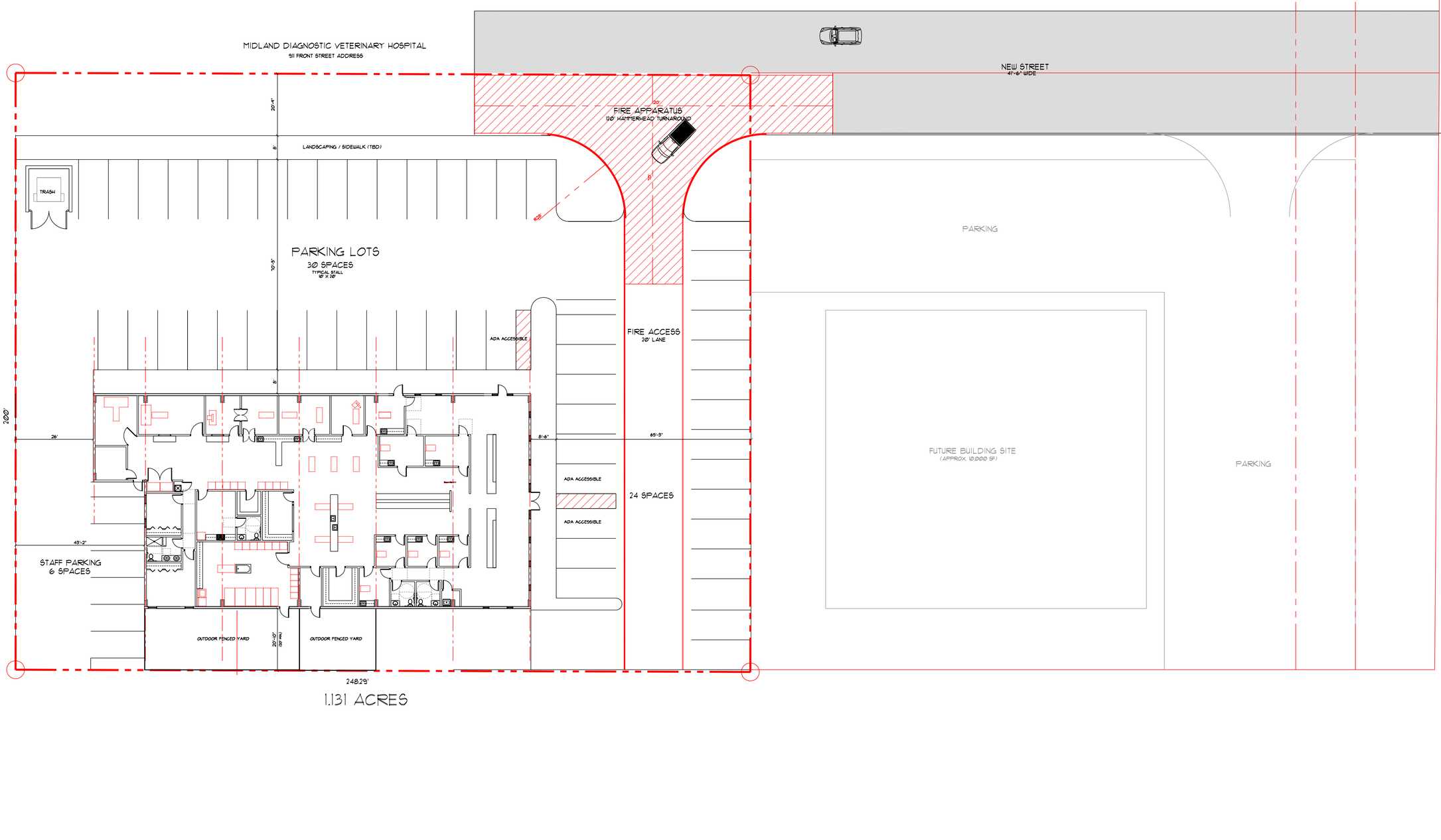
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 minimum standard detail requirements for ALTA/NSPS Land Title surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on July 30, 2025.

STATE OF TEXAS REGISTERED 6889 PROFESSIONAL LAND SURVEYOR FRANKLIN A. LEAMONS

Franklin Leamons
R.P.L.S. 6889

Aug. 22, 2025
Revised Sept. 8, 2025
Revised Sept. 9, 2025
Revised Oct. 7, 2025
Date

Parkhill
Parkhill.com
TEXAS FIRM REGISTRATION NO. 10140001



STANLEY G. LOVE ARCHITECT
551 Diamond Point Dr.
Oak Point, Texas 75068
(940) 268-8713
stan.lovearia@gmail.com

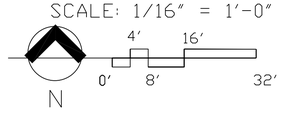
MIDLAND DIAGNOSTIC VETERINARY HOSPITAL

422-445 S. LOOP 250 W MIDLAND, TEXAS

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

LARGER SITE

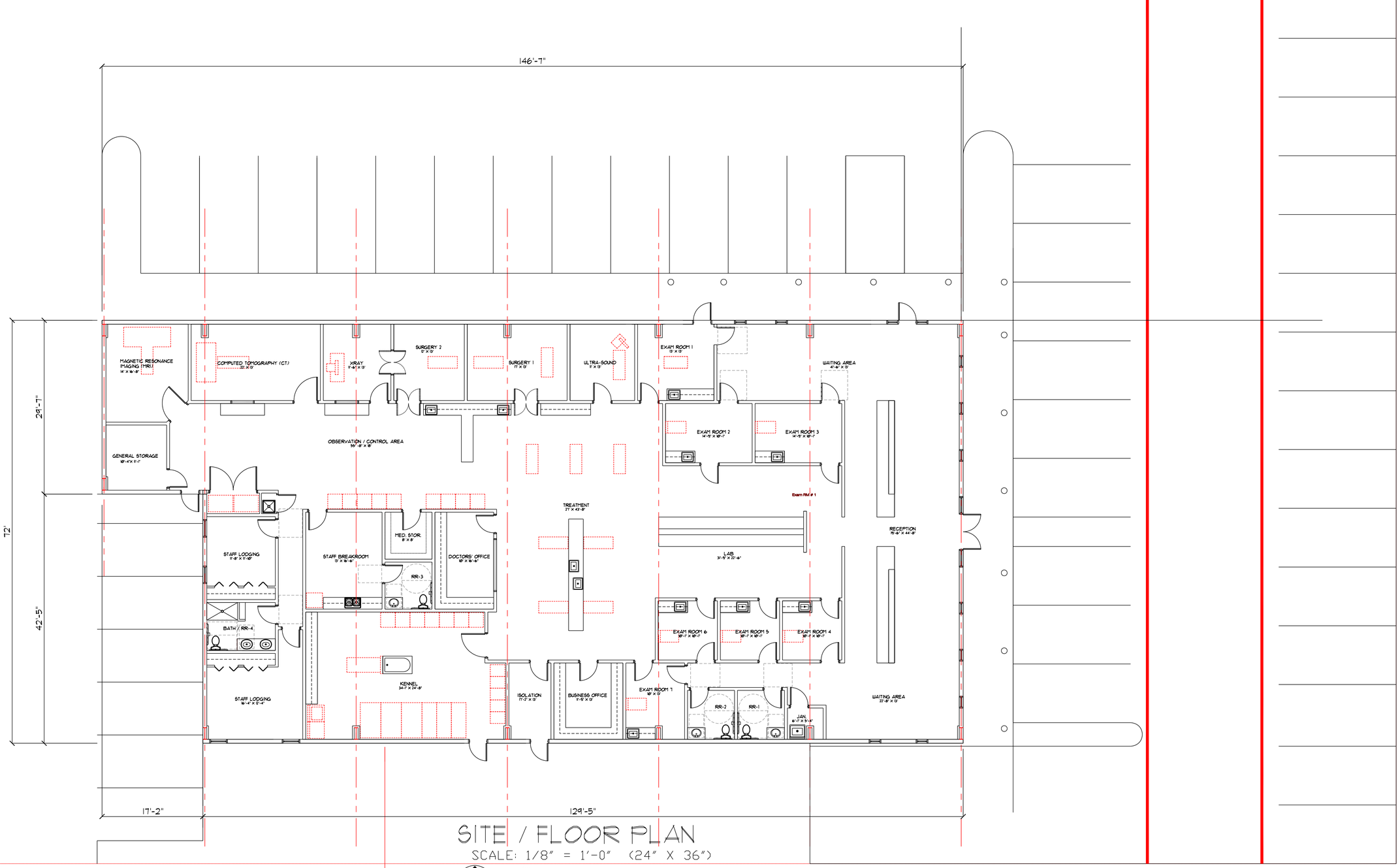
SCALE: 1/16" = 1'-0" (24" X 36")



A1

3/19/2026 PD

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SITE / FLOOR PLAN

SCALE: 1/8" = 1'-0" (24" X 36")

0' 4' 2' 8' 16'

N

STANLEY G. LOVE ARCHITECT
551 Diamond Point Dr.
Oak Point, Texas 75068
(940) 268-8713
stan.lovearia@gmail.com

MIDLAND DIAGNOSTIC VETERINARY HOSPITAL
422-445 S. LOOP 250 W MIDLAND, TEXAS

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

MDVH XREF

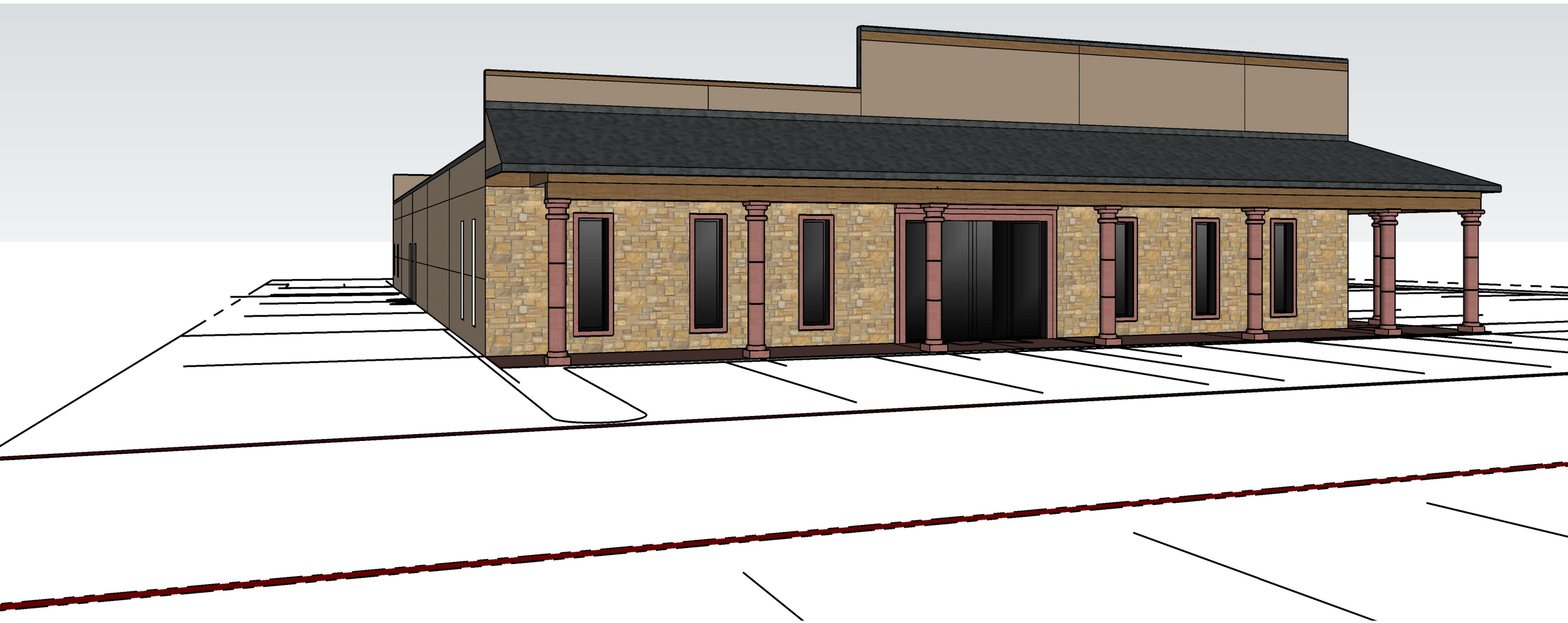
A2

3/19/2026 PD

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Midland Diagnostic Veterinary Hospital





City Council Meeting

Item Number: 16.
Meeting Date: April 28, 2026
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT") REGARDING THE INSTALLATION OF AN ARTIFICIAL INTELLIGENCE PRODUCT FOR ADAPTIVE SIGNAL TIMING AT FIVE INTERSECTIONS IN MIDLAND AND FIVE INTERSECTIONS IN ODESSA ALONG STATE HIGHWAY 191 (THE "PROJECT"); THE TOTAL ESTIMATED COST OF THE PROJECT BEING $156,250.00, WITH THE CITY OF MIDLAND'S ESTIMATED COST BEING $78,125.00 AND THE CITY OF ODESSA'S ESTIMATED COST BEING $78,125.00; THE TOTAL ESTIMATED COST OF THE PROJECT TO BE REIMBURSED BY A STATE TRANSPORTATION INNOVATION COUNCIL GRANT; AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF ODESSA PROVIDING FOR THE CITY OF ODESSA'S COMPLETION OF THE PORTION OF THE PROJECT THAT IS LOCATED IN ODESSA; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT

Purpose:
The City of Midland has been awarded a State Transportation Innovation Council ("STIC") grant and desires to enter into an agreement with the Texas Department of Transportation ("TxDOT") providing for said grant funds to be used as reimbursement for the installation of an artificial intelligence product for adaptive signal timing at five intersections in Midland and five intersections in Odessa along State Highway 191 (the "Project") to increase roadway safety and reduce congestion.

Recommended Action:
Staff recommends the approval of this resolution.

Fiscal Impact:
That the sum of $156,250.00 is available in the General Fund operating budget and shall be transferred and appropriated to a grant project account for said Project.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
It is in the public interest to affirm support of the Project and approve and authorize the execution of an Interlocal Agreement (an “ILA”) with TxDOT for the Project as well as authorize the negotiation and execution of an ILA with the City of Odessa providing for the City of Odessa’s completion of the portion of the Project that is located in Odessa and the City of Midland’s reimbursement to the City of Odessa for said completion from the STIC grant funds.

Attachments:
A. RESO - Authorize TxDOT ILA - AI Traffic Signals Reso

Michele Hagemann, Development Services	Created/Initiated - 4/20/2026
Gabriel McClelland, Engineering Services	Approved - 4/21/2026
Christy Weakland, Finance	Approved - 4/21/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT") REGARDING THE INSTALLATION OF AN ARTIFICIAL INTELLIGENCE PRODUCT FOR ADAPTIVE SIGNAL TIMING AT FIVE INTERSECTIONS IN MIDLAND AND FIVE INTERSECTIONS IN ODESSA ALONG STATE HIGHWAY 191 (THE "PROJECT"); THE TOTAL ESTIMATED COST OF THE PROJECT BEING $156,250.00, WITH THE CITY OF MIDLAND'S ESTIMATED COST BEING $78,125.00 AND THE CITY OF ODESSA'S ESTIMATED COST BEING $78,125.00; THE TOTAL ESTIMATED COST OF THE PROJECT TO BE REIMBURSED BY A STATE TRANSPORTATION INNOVATION COUNCIL GRANT; AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF ODESSA PROVIDING FOR THE CITY OF ODESSA'S COMPLETION OF THE PORTION OF THE PROJECT THAT IS LOCATED IN ODESSA; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT

WHEREAS, the City of Midland has been awarded a State Transportation Innovation Council ("STIC") grant and desires to enter into an agreement with the Texas Department of Transportation ("TxDOT") providing for said grant funds to be used as reimbursement for the installation of an artificial intelligence product for adaptive signal timing at five intersections in Midland and five intersections in Odessa along State Highway 191 (the "Project"); and

WHEREAS, the total cost of the Project is estimated to be $156,250.00, with the City of Midland's estimated cost being $78,125.00 and the City of Odessa's estimated cost being $78,125.00; and

WHEREAS, the entirety of the estimated cost of the Project shall be reimbursed by the STIC grant; and

WHEREAS, the City Council, as the governing body of the City of Midland, desires to affirm its support of the Project and approve and authorize the execution of an Interlocal Agreement (an "ILA") with TxDOT for the Project; and

WHEREAS, the City Council finds it to be in the public interest to authorize the negotiation and execution of an ILA with the City of Odessa providing for the City of Odessa's completion of the portion of the Project that is located in Odessa and the City of Midland's reimbursement to the City of Odessa for said completion from the STIC grant funds;

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

SECTION ONE. That the City Manager or the City Manager's designee is hereby authorized and directed to execute, on behalf of the City of Midland, an ILA with TxDOT regarding the Project, said ILA to be placed on file in the City Secretary's Office referenced by the number and date of this resolution.

SECTION TWO. That the City Council hereby confirms the City of Midland's commitment to the Project.

SECTION THREE. That the City Manager or the City Manager's designee is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, an ILA with the City of Odessa providing for the City of Odessa's completion of the portion of the Project that is located in Odessa and the City of Midland's reimbursement to the City of Odessa for said completion from the STIC grant funds; provided, however, that said reimbursement shall not exceed the lesser of (A) one-half of the STIC grant funds that are received by the City of Midland as reimbursement for the entire Project and (B) the City of Odessa's actual expenditures for its portion of the Project. Said ILA shall be placed on file in the City Secretary's Office referenced by the number and date of this resolution.

SECTION FOUR. That the sum of $156,250.00 is available in the General Fund operating budget and shall be transferred and appropriated to a grant project account for said Project.

SECTION FIVE. That the City Secretary is hereby authorized and directed to certify a copy of this resolution to TxDOT.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 17.
Meeting Date: April 28, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-020; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR GRANT FUNDS TOTALING $24,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $4,800.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:
Resolution amending and superseding resolution no. 2025-020; authorizing the submission of application no. 5362301 to the Office of the Governor for the fiscal year 2026 State and Local Cybersecurity Grant Program for grant funds totaling $24,000.00; said grant funds, if awarded, shall be used for the Business Continuity and Disaster Recovery Plan project; approving and appropriating local matching funds in an amount of not less than $4,800.00; agreeing that, in the event of loss or misuse of Office of the Governor funds, the funds will be returned in full to the Office of the Governor; and designating the City Comptroller as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Midland.

Recommended Action:
Approve

Fiscal Impact:
The matching funds of $4,800.00 are available in the FY 2026 operating budget of Tech Fund.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
If awarded, this project will strengthen the City's ability to maintain operations and recover quickly from cyber incidents or other disruptions.

Attachments:
A. RESO - FY2026 SLCGP_Objective 1 (Governance and Planning) Amend Reso

Gorgees Eskander, IT	Created/Initiated - 4/17/2026
Gorgees Eskander, IT	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/21/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-020; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR GRANT FUNDS TOTALING $24,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $4,800.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 1 – Governance and Planning); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5362301 for grant funds in the amount of $24,000.00 for the Business Continuity and Disaster Recovery Plan Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $4,800.00 and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5362301 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5362301; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5362301 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 1 – Governance and Planning) for grant funding in the amount of $24,000.00. If awarded, said grant funds shall be used for the Business Continuity and Disaster Recovery Plan Project.

SECTION TWO. That local matching funds in the amount of $4,800.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5362301.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 18.
Meeting Date: April 28, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $28,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBER RISK MANAGEMENT AND THREAT MONITORING PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $5,760.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:
Resolution amending and superseding resolution no. 2025-023; authorizing the submission of application no. 5329201 to the Office of the Governor for the fiscal year 2026 State and Local Cybersecurity Grant Program for grant funds totaling $28,800.00; said grant funds, if awarded, shall be used for the Cyber Risk Management and Threat Monitoring project; approving and appropriating local matching funds in an amount of not less than $5,760.00; agreeing that, in the event of loss or misuse of Office of the Governor funds, the funds will be returned in full to the Office of the Governor; and designating the City Comptroller as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Midland.

Recommended Action:
Approve

Fiscal Impact:
The matching funds of $5,760.00 are available in the FY 2026 operating budget of Tech Fund.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
If awarded, this project will improve the City's ability to identify, monitor, and reduce cybersecurity risks before they disrupt services.

Attachments:
A. RESO - FY2026 SLCGP_Objective 2 (Assessment and Evaluation) Amend Reso

Gorgees Eskander, IT	Created/Initiated - 4/17/2026
Gorgees Eskander, IT	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/21/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $28,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBER RISK MANAGEMENT AND THREAT MONITORING PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $5,760.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5329201 for $28,800.00 in grant funds for the Cyber Risk Management and Threat Monitoring Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $5,760.00, and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5329201 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5329201; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5329201 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation) for grant funding in the amount of $28,800.00. If awarded, said grant funds shall be used for the Cyber Risk Management and Threat Monitoring Project.

SECTION TWO. That local matching funds in the amount of $5,760.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5329201.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 19.
Meeting Date: April 28, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-022; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR GRANT FUNDS TOTALING $132,960.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE ENDPOINT VULNERABILITY AND PATCH MANAGEMENT PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $26,592.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:
Resolution amending and superseding resolution no. 2025–022; authorizing the submission of application no. 5362101 to the Office of the Governor for the fiscal year 2026 State and Local Cybersecurity Grant Program for grant funds totaling $132,960.00; said grant funds, if awarded, shall be used for the Endpoint Vulnerability and Patch Management project; approving and appropriating local matching funds in an amount of not less than $26,592.00; agreeing that, in the event of loss or misuse of Office of the Governor funds, the funds will be returned in full to the Office of the Governor; and designating the City Comptroller as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Midland.

Recommended Action:
Approve

Fiscal Impact:
The matching funds of $26,592.00 are available in the FY 2026 operating budget of Tech Fund.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
If awarded, this project will help the City reduce security vulnerabilities across devices and improve protection against cyber threats.

Attachments:
A. RESO - FY2026 SLCGP_Objective 3 (Mitigation) Amend Reso

Gorgees Eskander, IT	Created/Initiated - 4/17/2026
Gorgees Eskander, IT	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/21/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-022; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR GRANT FUNDS TOTALING $132,960.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE ENDPOINT VULNERABILITY AND PATCH MANAGEMENT PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $26,592.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 3 – Mitigation); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5362101 for grant funds in the amount of $132,960.00 for the Endpoint Vulnerability and Patch Management Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $26,592.00, and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5362101 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5362101; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5362101 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 3 – Mitigation) for grant funding in the amount of $132,960.00. If awarded, said grant funds shall be used for the Endpoint Vulnerability and Patch Management Project.

SECTION TWO. That local matching funds in the amount of $26,592.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5362101.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 20.
Meeting Date: April 28, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-021; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR GRANT FUNDS TOTALING $10,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY AND IT SKILLS TRAINING PROGRAM PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $2,000.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:
Resolution amending and superseding resolution no. 2025–021; authorizing the submission of application no. 5362201 to the Office of the Governor for the fiscal year 2026 State and Local Cybersecurity Grant Program for grant funds totaling $10,000.00; said grant funds, if awarded, shall be used for the Cybersecurity and IT Skills Training Program project; approving and appropriating local matching funds in an amount of not less than $2,000.00; agreeing that, in the event of loss or misuse of office of the governor funds, the funds will be returned in full to the Office of the Governor; and designating the City Comptroller as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Midland.

Recommended Action:
Approve

Fiscal Impact:
The matching funds of $2,000.00 are available in the FY 2026 operating budget of Tech Fund.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
If awarded, this project will strengthen staff skills and awareness in cybersecurity and technology, helping the City build a more capable and resilient workforce.

Attachments:
A. RESO - FY2026 SLCGP_Objective 4 (Workforce Development) Amend Reso

Gorgees Eskander, IT	Created/Initiated - 4/17/2026
Gorgees Eskander, IT	Approved - 4/17/2026
Christy Weakland, Finance	Approved - 4/21/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-021; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR GRANT FUNDS TOTALING $10,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY AND IT SKILLS TRAINING PROGRAM PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $2,000.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THAT THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 4 – Workforce Development); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5362201 for $10,000.00 in grant funds for the Cybersecurity and IT Skills Training Program Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $2,000.00 and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5362201 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5362201; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5362201 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 4 – Workforce Development) for grant funding in the amount of $10,000.00. If awarded, said grant funds shall be used for the Cybersecurity and IT Skills Training Program Project.

SECTION TWO. That local matching funds in the amount of $2,000.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5362201.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 21.
Meeting Date: April 28, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE RIGHT-OF-WAY LICENSE (26-329-017) WITH HUGH BRINSON PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS

Purpose:
This ROW License is an Amendment to Right of Way License 25-329-018 and Amendment 25-329-028 and will provide applicant 5,540' 515.22 rods of right of way for a necessary re-route of ongoing construction of the 36" Gas Utility pipeline being built on City owned Sprayberry Farm property due to a leaking plugged and abandoned oil well.

This Right-of-Way License amendment remains the initial (10) year period, paid in advance, and shall automatically renew at the end of the initial term and each successive term for additional terms of 10 years.

Recommended Action:
approve

Fiscal Impact:
Application fee (one time): $1,000

Already 10-Years Paid In advance:

42" pipeline (331.99 rods x $830/rod): $275,551.70
36" pipeline (1,386 rods x $830/rod): $1,150,380.00

25' wide access road (704.73 rods x $80): $56,378.40
50 x 50 surface area (2,500 sq. ft. x $0.30): $750.00

Additional Road Right of Way collected:

Road (111.29 rods x $80.00) $8,903.20

Total Collected: $1,493,963.30

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This right-of-way re-route will run East – West in Section 9 to avoid fluid filling the pipeline trench from an abandoned oil well before resuming the North-South route. The large Gas Utility Line in the Sprayberry Farm area is still away from COM infrastructure.

The pipeline is a common carrier, natural gas Utility line and will be buried a minimum of thirty-six inches (36”) deep.

Certificates of Insurance are on file.

City Secretary to record all documents in Midland County and Glasscock County.

Attachments:
A. Executed amendment
B. Council map Hugh_Spraberry_040226
C. 0560_001

John Simmons, Utilities	Created/Initiated - 4/14/2026
Carl Craigo, City Secretary	Approved - 4/17/2026
Alma McCammond, Utilities	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

SECOND AMENDMENT TO THE RIGHT OF WAY LICENSE BETWEEN HUGH BRINSON PIPELINE, LLC, THE CITY OF MIDLAND, TEXAS

THIS SECOND AMENDMENT is made effective this __ day of _____, 2026, by and between Hugh Brinson Pipeline, LLC ("Company"), and the City of Midland ("City"), a home-rule municipality.

WHEREAS, Company and City entered into that certain Right of Way License made effective June 25, 2025 (the "License"), for the right to enter upon certain City-owned property for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing two pipelines, an access road, and a surface site on and across City's property which was approved by the Midland City Council by Motion No. 065-2025; and

WHEREAS, Company and City entered into that certain Amendment to the License made effective October 28, 2025 (the "First Amendment"), which supplemented the exhibits of the License to reflect operational changes and was approved by the Midland City Council by Motion No. 120-2025; and

WHEREAS, the License, inclusive of the First Amendment, has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, Company and City desire to make certain amendments to the License as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

a. The License is hereby amended so as to supplement the First Amendment exhibits (referred to in the First Amendment as **Exhibits A and B**) with **Exhibits A and B** attached hereto and incorporated herein for all purposes.

b. A one-time application fee in the amount of One Thousand and 00/100 Dollars ($1,000.00) shall be due and payable by Licensee to Licensor contemporaneously with the execution of this Amendment.

c. The License, inclusive of this Second Amendment, is hereby ratified and affirmed by Company and City, and the License shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

[Signature Page Follow]

CITY OF MIDLAND:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

HUGH BRINSON PIPELINE, LLC

Mark Vedral – Sr. Director of Right of Way

THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, Laurie Benton, a notary public, on this day personally appeared Mark Verdal known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY AND SEAL OF OFFICE this the 9 day of April, 2026.

LAURIE JO BENTON
My Notary ID # 174965
Expires October 6, 2027

Notary Public, in and for
The State of Texas

My Commission Expires: 10/6/27

EXHIBIT "A"

MDL-TX-MID-058.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
THE CITY OF MIDLAND, TEXAS
3.08 Acre Right-of-Way

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 3, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 129, Midland County, Texas; said section 3 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 465 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-058.000 with latest revision date of April19, 2025, the centerline of which is more particularly described as follows to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found Railroad Spike marking the Northwest Corner of Section 4, Block 37, Township 2 South;

Thence, proceed North 76 degrees 03 minutes 51 seconds East, along the North line of said Section 4, Block 37, and the North line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 466 of the Official Public Records of Midland County, Texas, a distance of 5,308.97 feet to the Northwest corner of said Section 3, Block 37; Thence, proceed North 75 degrees 54 minutes 57 seconds East along the North line of said Section 3, Block 37, and the South line of Section 4, Block 37 being the South line of the residue of a called 640 acres, acquired by Texas Ten Two Ltd, under Instrument Number 2016-35758 of the Official Public Records of Midland County, Texas, a distance of 37.89 feet for the **POINT OF BEGINNING;**

Thence, proceed South 14 degrees 20 minutes 45 seconds East, a distance of 556.82 feet;

Thence, proceed South 22 degrees 39 minutes 20 seconds East, a distance of 213.12 feet;

Thence, proceed South 15 degrees 09 minutes 20 seconds East, a distance of 1,706.23 feet;

Thence, proceed South 06 degrees 56 minutes 43 seconds East, a distance of 39.34 feet;

Thence, proceed South 01 degrees 15 minutes 50 seconds West, a distance of 39.26 feet;

Thence, proceed South 09 degrees 28 minutes 22 seconds West, a distance of 39.26 feet;

Thence, proceed South 17 degrees 40 minutes 55 seconds West, a distance of 39.26 feet;

Thence, proceed South 25 degrees 53 minutes 28 seconds West, a distance of 48.82 feet to the **POINT OF TERMINATION** on the West line of said Section 3, Block 37 and West line of the above referenced The City of Midland, Texas Tract, being common with the East line of said Section 4, Block 37, from which the Point of Commencement bears North 77 degrees 28 minutes 07 seconds West, a distance of 5,961.79 feet.

The above described Right-of-Way contains 3.08 acres and is 2,682.11 linear feet or 162.55 rods in length.

Bearing Source: North, Bearings, Distances and Coordinates are based on the Texas Coordinate System of 1983, Central Zone, U.S. Survey Foot, derived from GPS Observations,

processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.



Date: 05/14/2025

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865

EXHIBIT "B"

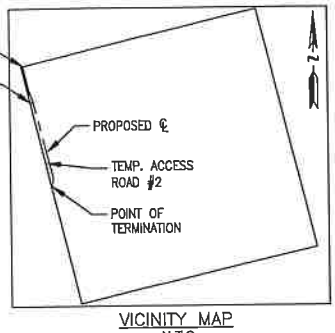
RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 3, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-129
MIDLAND COUNTY, TEXAS

SHEET 3 OF 6

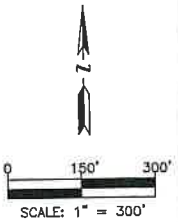
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	3.08 ACRES
	TEMP. WORKSPACE	5.93 ACRES
	LINEAR FEET	2,682.11'
	RODS	162.55
	TEMP. ACCESS ROADS	0.50 ACRES
	LINEAR FEET	1,713.99'
	RODS	103.88



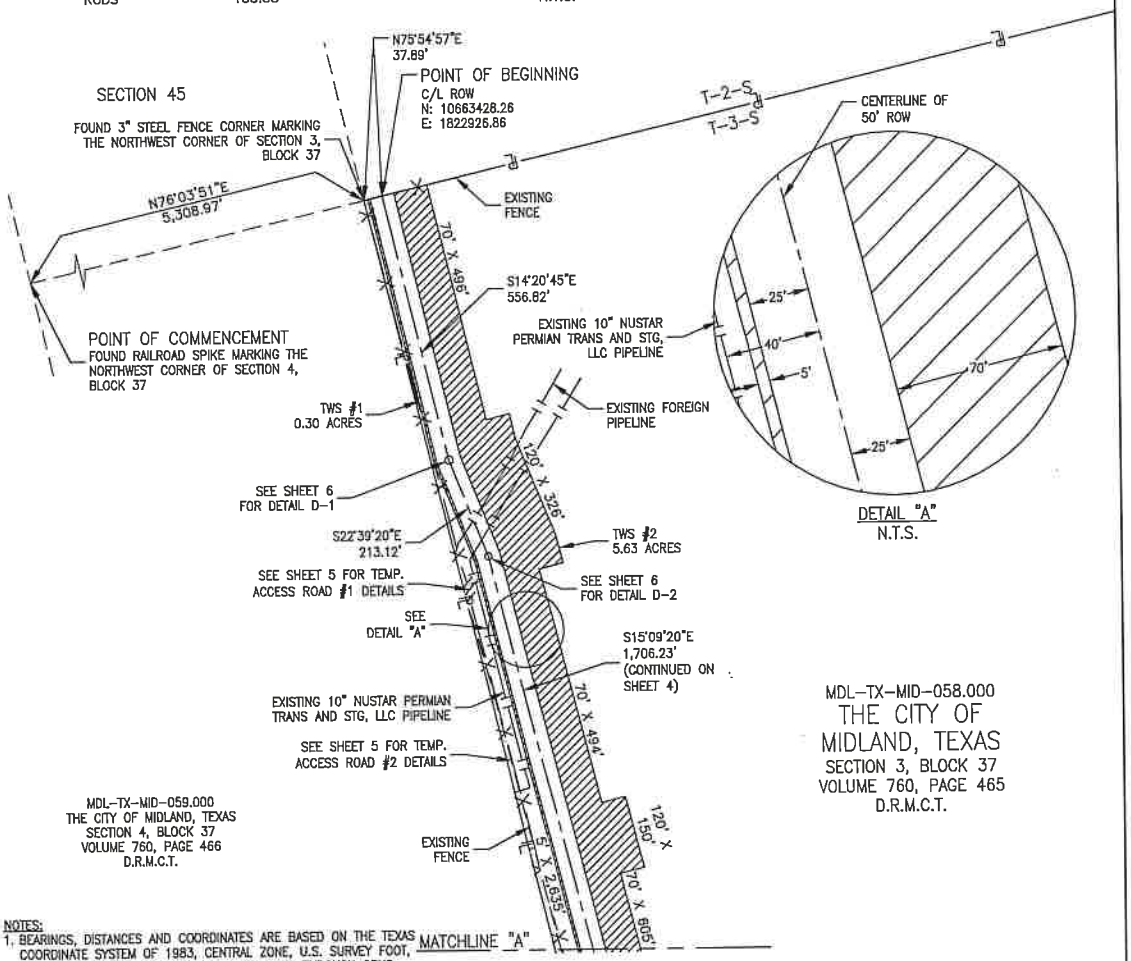
VICINITY MAP
N.T.S.



MDL-TX-MID-056.000
TEXAS TEN TWO LTD.
RESIDUE CALLED 640 ACRES
INST. NO. 2016-35758
O.P.R.M.C.T.

SECTION 46

SECTION 45



DETAIL "A"
N.T.S.

MDL-TX-MID-058.000
THE CITY OF MIDLAND, TEXAS
SECTION 3, BLOCK 37
VOLUME 760, PAGE 465
D.R.M.C.T.

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
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7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.
8. TEMPORARY ACCESS ROAD LINEAR FOOTAGE WAS CALCULATED USING THE C/L OF TEMP. ACCESS ROAD #1 AND ALONG THE WEST BOUNDARY LINE OF THE SUBJECT PROPERTY FOR TEMP. ACCESS ROAD #2

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193885

NO.	DATE		DRWN	CHK'D	APP'D
D	03/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
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B	04/03/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/19/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	JWH	DATE	03/19/25
CHECKED BY	CPD	DATE	03/19/25
APPROVED BY	JWB	DATE	03/19/25
PROJ. ID.	B.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-058.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 3, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-129
MIDLAND COUNTY, TEXAS

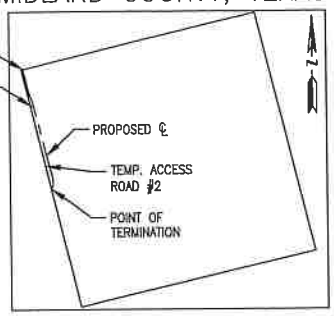
SCALE: 1" = 300'

SHEET 4 OF 6

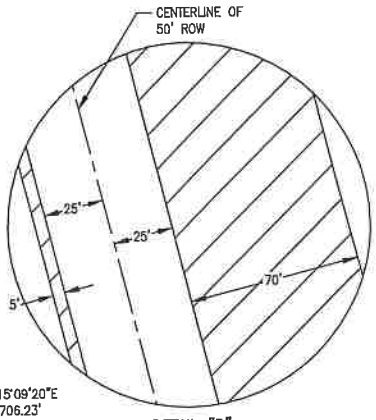
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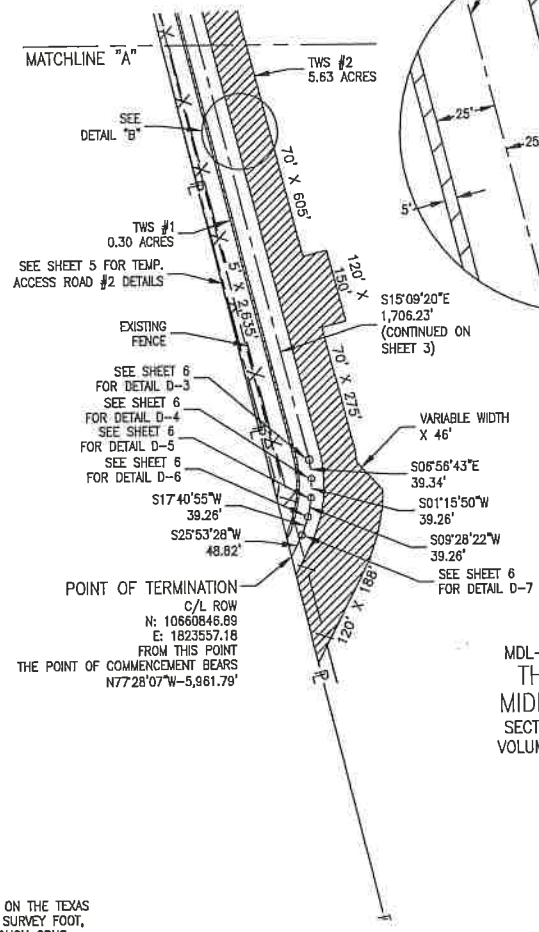
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VICINITY MAP
N.T.S.



DETAIL "B"
N.T.S.



MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

MDL-TX-MID-058.000
THE CITY OF MIDLAND, TEXAS
SECTION 3, BLOCK 37
VOLUME 760, PAGE 465
D.R.M.C.T.

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J. WALTER BALLARD — DATE:
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PHONE: (318) 255-6825

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REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APV'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/03/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/19/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH — DATE 03/19/25
CHECKED BY CPD — DATE 03/19/25
APPROVED BY JWB — DATE 03/19/25
PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

MDL-TX-MID-058.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
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MIDLAND COUNTY, TEXAS

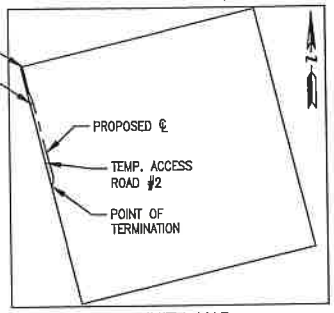
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SHEET 5 OF 6

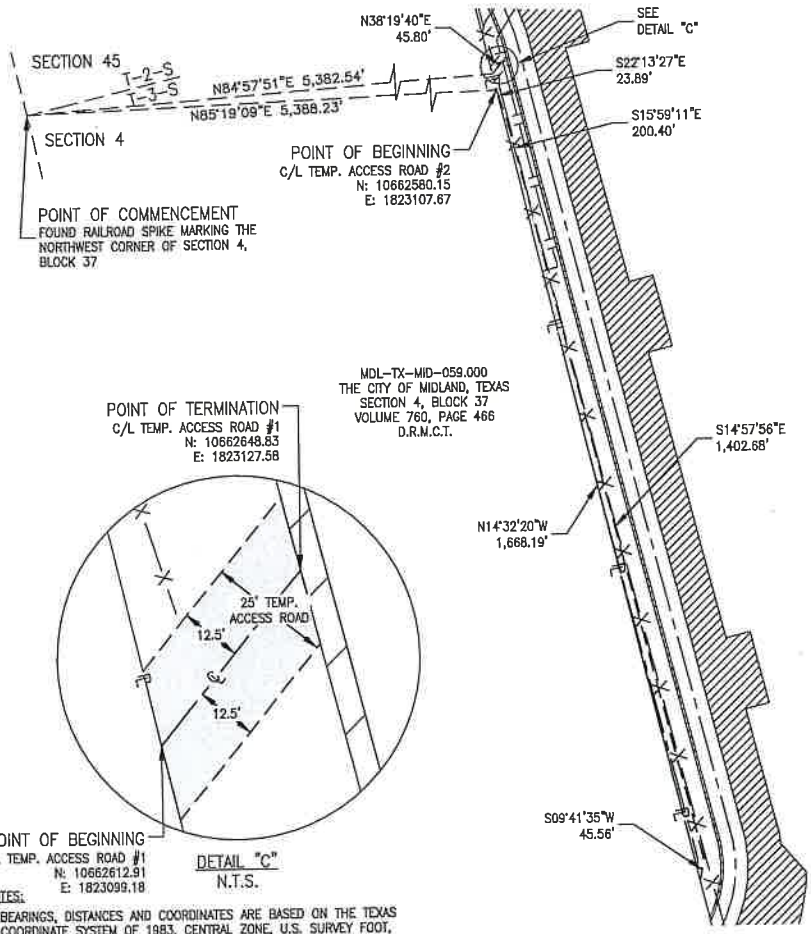
LEGEND

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HWY.	HIGHWAY
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VICINITY MAP
N.T.S.



DETAIL "C"
N.T.S.

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Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193665

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH DATE 03/19/25
CHECKED BY CPD DATE 03/19/25
APPROVED BY JWB DATE 03/19/25
PROJ. ID. B.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-058.000

EXHIBIT "B"

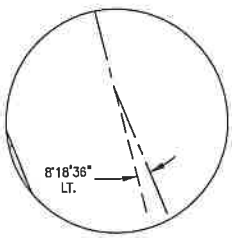
PERMANENT RIGHT-OF-WAY, TEMPORARY WORKSPACE
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LEGEND

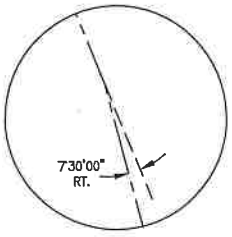
INST.	INSTRUMENT
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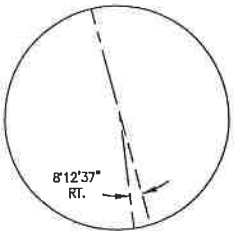
DEFLECTION ANGLE DETAILS



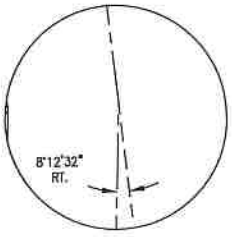
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N.T.S.



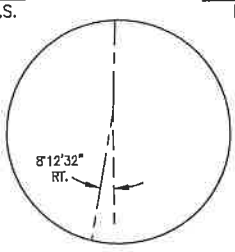
DETAIL "D-2"
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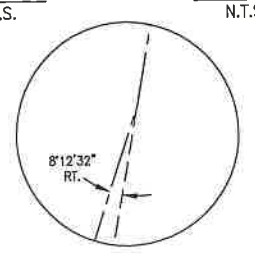
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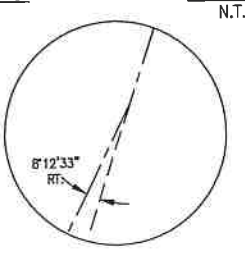
DETAIL "D-4"
N.T.S.



DETAIL "D-5"
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DETAIL "D-6"
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DETAIL "D-7"
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

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PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-058.000

EXHIBIT "A"

MDL-TX-MID-059.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
The City of Midland, Texas
3.95 Acre Right-of-Way

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 4, Block 37, Township 3 South, T&P Railroad Company Survey, F.A. Fowler, Abstract 907, Midland County, Texas, having been acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 466 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-059.000 with latest revision date of April 21, 2025, the centerline of which is more particularly described as follows, to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Southwest corner of said Section 4, Block 37;

Thence, proceed North 49 degrees 40 minutes 09 seconds East, a distance of 5,938.62 feet to the East line of said Section 4, Block 37, and the East line of the above referenced The City of Midland, Texas Tract, also being the West line of Section 3, Block 37 and West line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 465, of the Deed Records of Midland County, Texas, for the **POINT OF BEGINNING;**

Thence, proceed South 25 degrees 53 minutes 28 seconds West, a distance of 3,438.88 feet to the **POINT OF TERMINATION** on the South line of said Section 4, Block 37, and South line of the above referenced The City of Midland, Texas Tract, Volume 760, Page 466, also being the North line of Section 9, Block 37 and North line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94, of the Official Public Records of Midland County, Texas, from which point the Point of Commencement bears South 76 degrees 04 minutes 53 seconds West, a distance of 3,117.02 feet.

The above described Right-of-Way contains 3.95 acres and is 3,438.88 linear feet or 208.42 rods in length.

Bearing Source: North, Bearings, Distances and Coordinates are based on the Texas Coordinate System of 1983, Central Zone, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.



Walter Ballard Date: 05/14/2025

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 4, BLOCK 37, T-3-S
T&P RR CO SURVEY, F.A. FOWLER, A-907
MIDLAND COUNTY, TEXAS

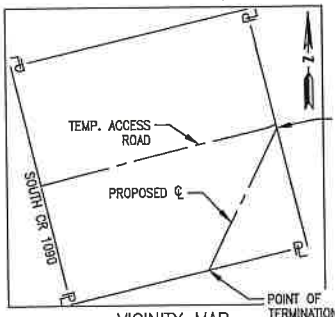
SCALE: 1" = 300'

SHEET 2 OF 4

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	3.95 ACRES
	TEMP. WORKSPACE	6.55 ACRES
	LINEAR FEET	3,438.88'
	RODS	208.42
	TEMP. ACCESS ROAD	3.54 ACRES
	LINEAR FEET	6,153.43'
	RODS	372.94



VICINITY MAP
N.T.S.

EXISTING FENCE
EXISTING TARGA PIPELINES
POINT OF BEGINNING
C/L ROW
N: 10660846.89
E: 1823557.18
VARIABLE WIDTH
X 141'
EXISTING 36" WWM OPERATING, LLC PIPELINES
EXISTING 12" MARATHON PIPE LINE LLC PIPELINE
MDL-TX-MID-058.000
THE CITY OF MIDLAND, TEXAS
SECTION 3, BLOCK 37
VOLUME 760, PAGE 465
D.R.M.C.T.
120' X 260'
EXISTING 4" DCP OPERATING COMPANY, LP PIPELINE
SECTION 3
SEE SHEET 4 FOR TEMP. ACCESS ROAD DETAILS
CENTERLINE OF 50' ROW
25'
5'
25'
70'
DETAIL "A"
N.T.S.
N49°40'09"E 5,938.62'
70' X 862'
5' X 3,469'
EXISTING 6" DCP OPERATING COMPANY, LP PIPELINE
SEE DETAIL "A"
120' X 150'
MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.
TWS #2
0.40 ACRES
TWS #1
6.15 ACRES
CENTERLINE OF 50' ROW
S25°53'28"W
3,438.88'
(CONTINUED ON SHEET 3)
70' X 494'
POINT OF COMMENCEMENT
FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 4, BLOCK 37
120' X 150'
EXISTING 6" PLAINS PIPELINE L.P. PIPELINE
MATCHLINE "A"

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10163865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/20/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	JWH	DATE	03/20/25
CHECKED BY	CPD	DATE	03/20/25
APPROVED BY	JWB	DATE	03/20/25
PROJ. ID.	6.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-059.000

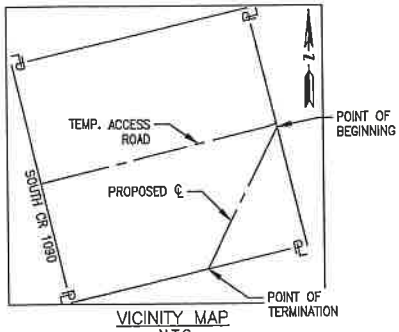
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 4, BLOCK 37, T-3-S
T&P RR CO SURVEY, F.A. FOWLER, A-907
MIDLAND COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	3.95 ACRES
	TEMP. WORKSPACE	6.55 ACRES
	LINEAR FEET	3,438.88'
	RODS	208.42
	TEMP. ACCESS ROAD	3.54 ACRES
	LINEAR FEET	6,153.43'
	RODS	372.94

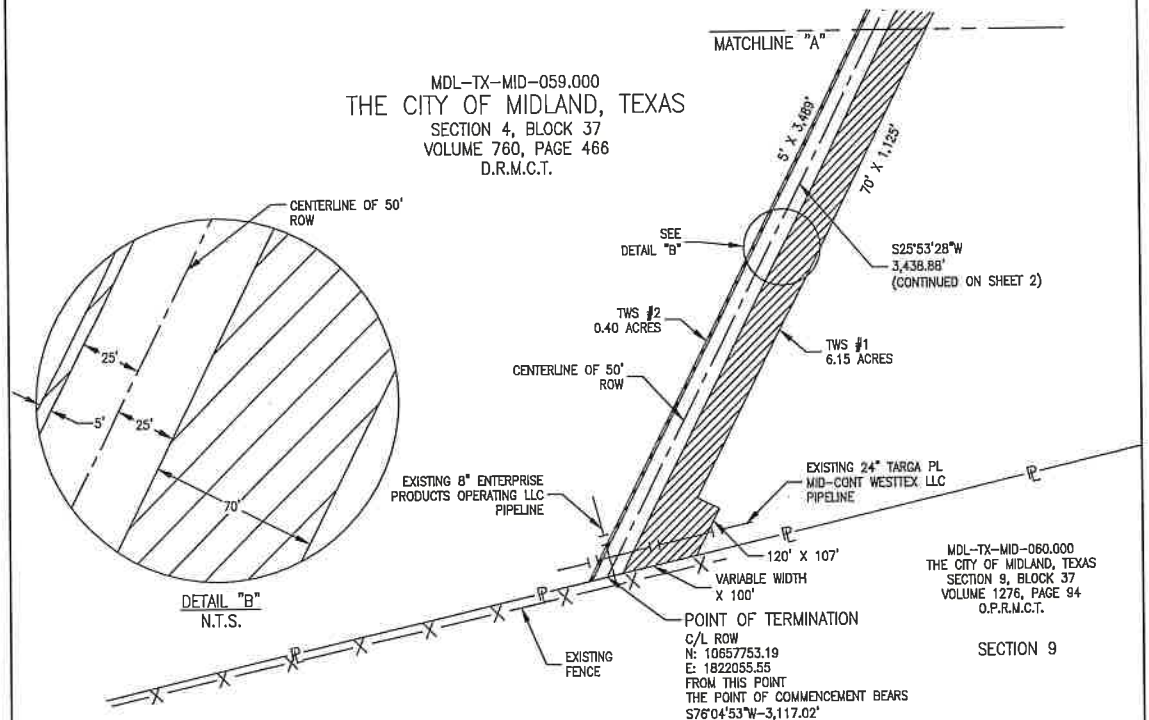


VICINITY MAP
N.T.S.



SCALE: 1" = 300'

SHEET 3 OF 4



DETAIL "B"
N.T.S.

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
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7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825



HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193885

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/20/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	JWH	DATE	03/20/25
CHECKED BY	CPD	DATE	03/20/25
APPROVED BY	JWB	DATE	03/20/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-059.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE
AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 4, BLOCK 37, T-3-S
T&P RR CO SURVEY, F.A. FOWLER, A-907
MIDLAND COUNTY, TEXAS

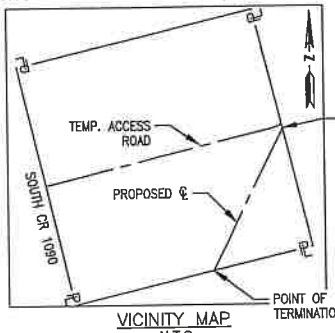
SCALE: 1" = 1000'

SHEET 4 OF 4

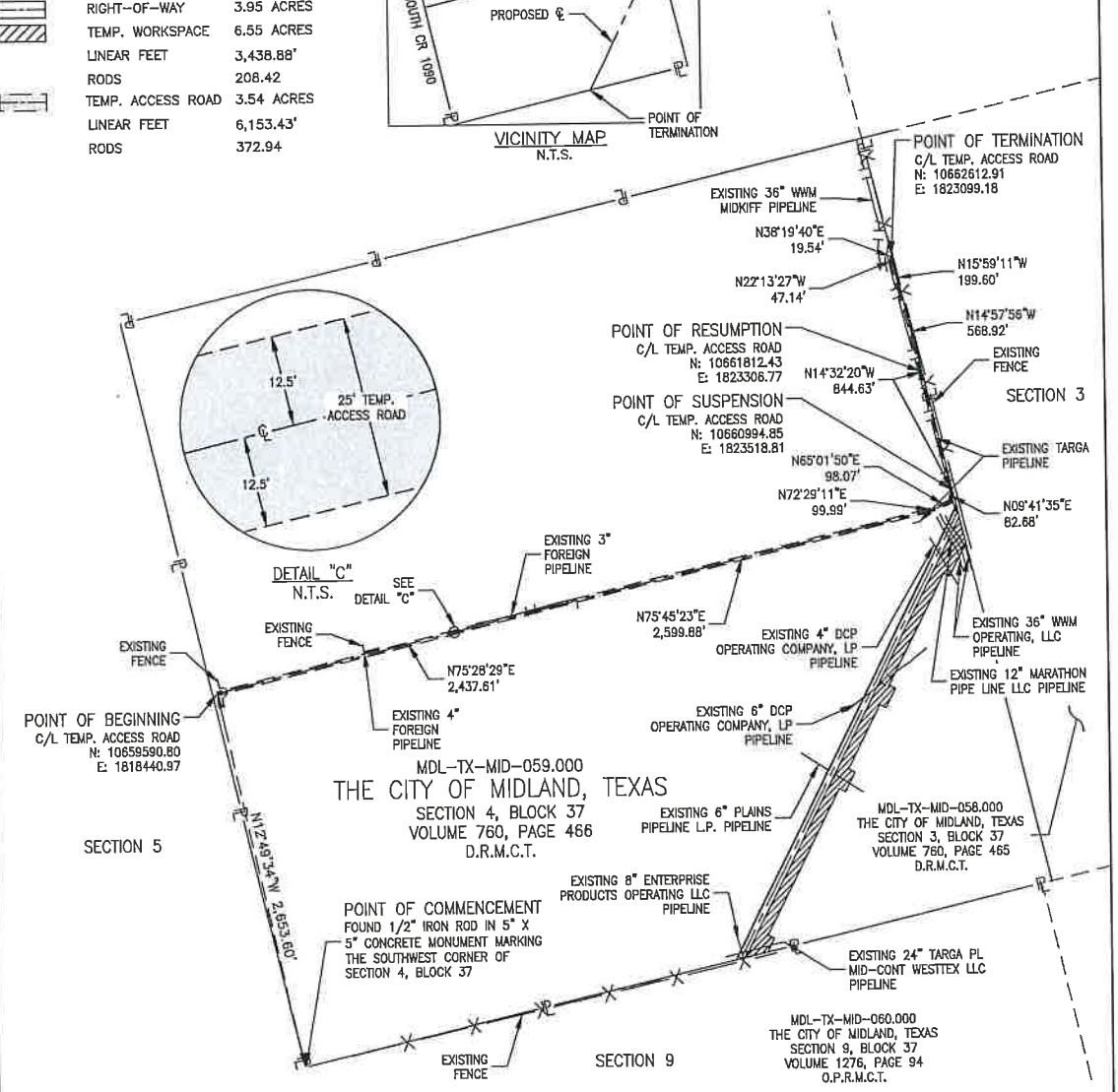
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
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MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	3.95 ACRES
	TEMP. WORKSPACE	6.55 ACRES
	LINEAR FEET	3,438.88'
	RODS	208.42
	TEMP. ACCESS ROAD	3.54 ACRES
	LINEAR FEET	6,153.43'
	RODS	372.94



VICINITY MAP
N.T.S.



NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD
RPLS NO. 6317
PHONE: (318) 255-6825

DATE:

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/20/25	ISSUED FOR REVIEW	JWH	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	JWH	DATE	03/20/25
CHECKED BY	CPD	DATE	03/20/25
APPROVED BY	JWB	DATE	03/20/25
PROJ. ID.	B.M.24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-059.000

EXHIBIT "A"

MDL-TX-MID-060.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
The City of Midland, Texas
9.75 Acre Right-of-Way
0.64 Acre Access Road
0.06 Acre Surface Site

RIGHT-OF-WAY GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 9, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 132, Midland County, Texas, said Section 9 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94 of the Official Public Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-060.000, revision "H", dated April 01, 2026, the centerline of which is more particularly described as follows to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Northwest corner of said Section 9, Block 37;

Thence, proceed North 76 degrees 04 minutes 53 seconds East, coincident with the North Line of said Section 9, Block 37, the North line of the above referenced The City of Midland, Texas Tract, the South line of Section 4, Block 37 and South line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 760, Page 466 of the Deed Records of Midland County, Texas, a distance of 3,117.02 feet to the **POINT OF BEGINNING**;

Thence, proceed South 25 degrees 53 minutes 28 seconds West, a distance of 305.32 feet;

Thence, proceed South 76 degrees 23 minutes 45 seconds West, a distance of 2,334.55 feet;

Thence, proceed South 67 degrees 47 minutes 02 seconds West, a distance of 40.01 feet;

Thence, proceed South 59 degrees 10 minutes 30 seconds West, a distance of 39.98 feet;

Thence, proceed South 50 degrees 33 minutes 57 seconds West, a distance of 39.98 feet;

Thence, proceed South 41 degrees 57 minutes 25 seconds West, a distance of 71.05 feet;

Thence, proceed South 03 degrees 02 minutes 35 seconds East, a distance of 325.20 feet;

Thence, proceed South 19 degrees 27 minutes 25 seconds West, a distance of 125.29 feet;

Thence, proceed South 10 degrees 54 minutes 43 seconds West, a distance of 39.98 feet;

Thence, proceed South 02 degrees 22 minutes 01 seconds West, a distance of 39.98 feet;

Thence, proceed South 06 degrees 10 minutes 41 seconds East, a distance of 40.02 feet;

Thence, proceed South 14 degrees 43 minutes 21 seconds East, a distance of 330.23 feet;

Thence, proceed South 06 degrees 13 minutes 21 seconds East, a distance of 39.98 feet;

Thence, proceed South 02 degrees 16 minutes 39 seconds West, a distance of 120.52 feet;

Thence, proceed South 06 degrees 21 minutes 33 seconds East, a distance of 40.03 feet;

Thence, proceed South 14 degrees 59 minutes 47 seconds East, a distance of 794.09 feet;

Thence, proceed South 78 degrees 20 minutes 49 seconds East, a distance of 993.29 feet;

Thence, proceed South 70 degrees 19 minutes 44 seconds East, a distance of 39.98 feet;

Thence, proceed South 62 degrees 18 minutes 39 seconds East, a distance of 39.98 feet;

Thence, proceed South 54 degrees 17 minutes 34 seconds East, a distance of 39.98 feet;

Thence, proceed South 46 degrees 16 minutes 29 seconds East, a distance of 39.98 feet;

Thence, proceed South 38 degrees 15 minutes 25 seconds East, a distance of 40.68 feet;

Thence, proceed South 30 degrees 14 minutes 20 seconds East, a distance of 40.68 feet;

Thence, proceed South 22 degrees 13 minutes 15 seconds East, a distance of 40.69 feet;

Thence, proceed South 14 degrees 12 minutes 10 seconds East, for a distance of 2,499.73 feet to the **POINT OF TERMINATION** on the South line of said Section 9, Block 37, the South line of the above referenced The City of Midland, Texas Tract, Volume 1276, Page 94, the North line of Section 16, Block 37 and the North line of a certain tract acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas, from which point the Point of Commencement bears North 27 degrees 27 minutes 25 seconds West, a distance of 5,463.20 feet.

The above described Right-of-Way contains 9.75 acres and is 8,501.20 linear feet or 515.22 rods in length.

ACCESS ROAD GENERAL DESCRIPTION

A certain 25-foot wide tract or parcel of land situated in Section 9, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 132, Midland County, Texas, said Section 9 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94 of the Official Public Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-060.000, revision "H", dated April 01, 2026, the centerline of which is more particularly described as follows to wit:

ACCESS ROAD CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Northwest corner of said Section 9, Block 37;

Thence, proceed South 15 degrees 52 minutes 41 seconds East, a distance of 3,957.99 feet to a point on the apparent East right-of-way line of South County Road 1090, for the **POINT OF BEGINNING**;

Thence, proceed North 75 degrees 47 minutes 40 seconds East, a distance of 1,111.84 feet to the **POINT OF TERMINATION** on the west line of the below described Surface Site, from which point the Point of Commencement bears North 31 degrees 26 minutes 28 seconds West, a distance of 4,142.31 feet.

The above described Right-of-Way contains 0.64 acres and is 1,111.84 linear feet or 67.38 rods in length.

SURFACE SITE GENERAL DESCRIPTION

A certain 0.06 acre tract or parcel of land situated in Section 9, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 132, Midland County, Texas, said Section 9 having been acquired by The City of Midland, Texas, as per deed recorded in Volume 1276, Page 94 of the Official Public Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-060.000, revision "H", dated April 01, 2026, being more particularly described as follows to wit:

SURFACE SITE METES AND BOUNDS DESCRIPTION

COMMENCING at a found 1/2 inch iron rod inside a 5-inch by 5-inch concrete monument marking the Northwest Corner of said Section 9, Block 37;

Thence, proceed South 31 degrees 35 minutes 46 seconds East, a distance of 4,106.53 feet to the **POINT OF BEGINNING;**

Thence, proceed North 75 degrees 47 minutes 50 seconds East, a distance of 49.97 feet;

Thence, proceed South 14 degrees 12 minutes 10 seconds East, a distance of 49.97 feet;

Thence, proceed South 75 degrees 47 minutes 50 seconds West, a distance of 49.97 feet;

Thence, proceed North 14 degrees 12 minutes 10 seconds West, a distance of 49.97 feet back to the **POINT OF BEGINNING.**

The above described Surface Site contains 0.06 acres.

Bearing Source: North, Bearings, Distances and Coordinates are based on the Texas Coordinate System of 1983, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317, hereby certify that the above field notes were prepared from an actual field survey made on the ground under my direction and supervision within the month of March, 2026.

Date: 04/01/2026

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865



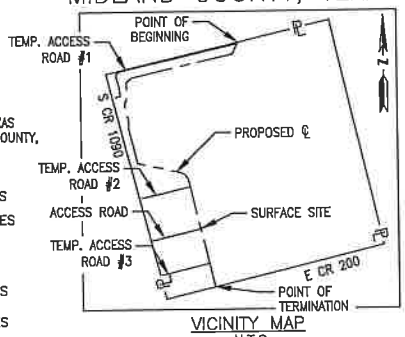
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE
LYING WITHIN AND BEING A PART OF
SECTION 9, BLOCK 37 T-3-S
T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

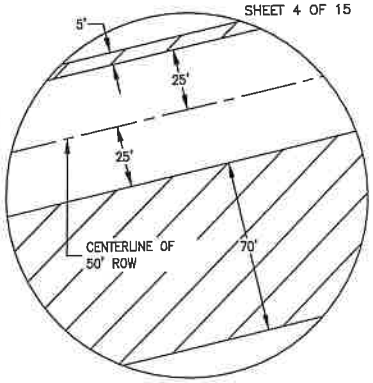
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	9.75 ACRES
	TEMP. WORKSPACE	20.36 ACRES
	LINEAR FEET	8,501.20'
	RODS	515.22
	SURFACE SITE	0.06 ACRES
	ACCESS ROAD	0.64 ACRES
	LINEAR FEET	1,111.84'
	RODS	67.38
	TEMP. ACCESS ROADS	3.25 ACRES
	LINEAR FEET	5,662.05
	RODS	343.15



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

0 150' 300'
SCALE: 1" = 300'

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

POINT OF BEGINNING
C/L ROW
N: 10657753.20
E: 1822055.56

SECTION 4

POINT OF COMMENCEMENT
FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 9, BLOCK 37

APPARENT ROW
SECTION 5
S CR 1090
N76°04'53"E 3,117.02'
CENTERLINE OF 50' ROW
EXISTING FENCE
5' X 8,473'
TWS #2 0.97 ACRES
TWS #1 19.39 ACRES
S25°53'28"W 305.32'
120' X 464'
EXISTING 8" ENTERPRISE PRODUCTS OPERATING LLC PIPELINE
70' X 256'
SEE DETAIL "A"
SEE SHEET 13 FOR DETAIL D-1
120' X 1,100'
S76°23'45"W 2,334.55'
(CONTINUED ON SHEET 5)
MATCHLINE "A"
SEE SHEET 9 OF 15 FOR TEMP. ACCESS ROAD #1 DETAILS
SECTION 8

C/L OF TARGA PIPELINE MID-CONTINENT WESTTEX LLC
30' PIPELINE ROW
INST. NO. 2023-11704

C/L OF WESTERN GAS RESOURCES, INC.
40' PIPELINE ROW
VOLUME 1910, PAGE 191

EXISTING 16" TARGA PIPELINE MID-CONTINENT WESTTEX LLC PIPELINE
EXISTING 8" TARGA PIPELINE MID-CONTINENT WESTTEX LLC PIPELINE
EXISTING 6" TARGA PIPELINE MID-CONTINENT WESTTEX LLC PIPELINE

C/L OF GRAND PRIX PIPELINE LLC
30' PIPELINE ROW
INST. NO. 2023-1260

C/L OF MEDALLION CRUDE OIL LOGISTICS, LLC
30' PIPELINE ROW
INST. NO. 2021-18559

EXISTING 8" MEDALLION CRUDE OIL LOGISTICS, LLC PIPELINE
EXISTING 36" MIDLAND-PERMIAN PIPELINE LLC PIPELINE
EXISTING 12" TARGA DOWNSTREAM PIPELINE

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

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Walter Ballard 04/01/2026
J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
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FIRM LICENSE NO.
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A	03/21/25	ISSUED FOR REVIEW	EVC	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY EVC DATE 03/21/25
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE LYING WITHIN AND BEING A PART OF SECTION 9, BLOCK 37 T-3-S T&P RR CO SURVEY, A-132

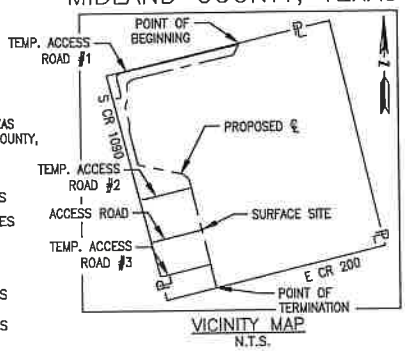
MIDLAND COUNTY, TEXAS

SHEET 5 OF 15

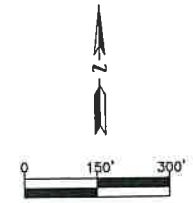
LEGEND

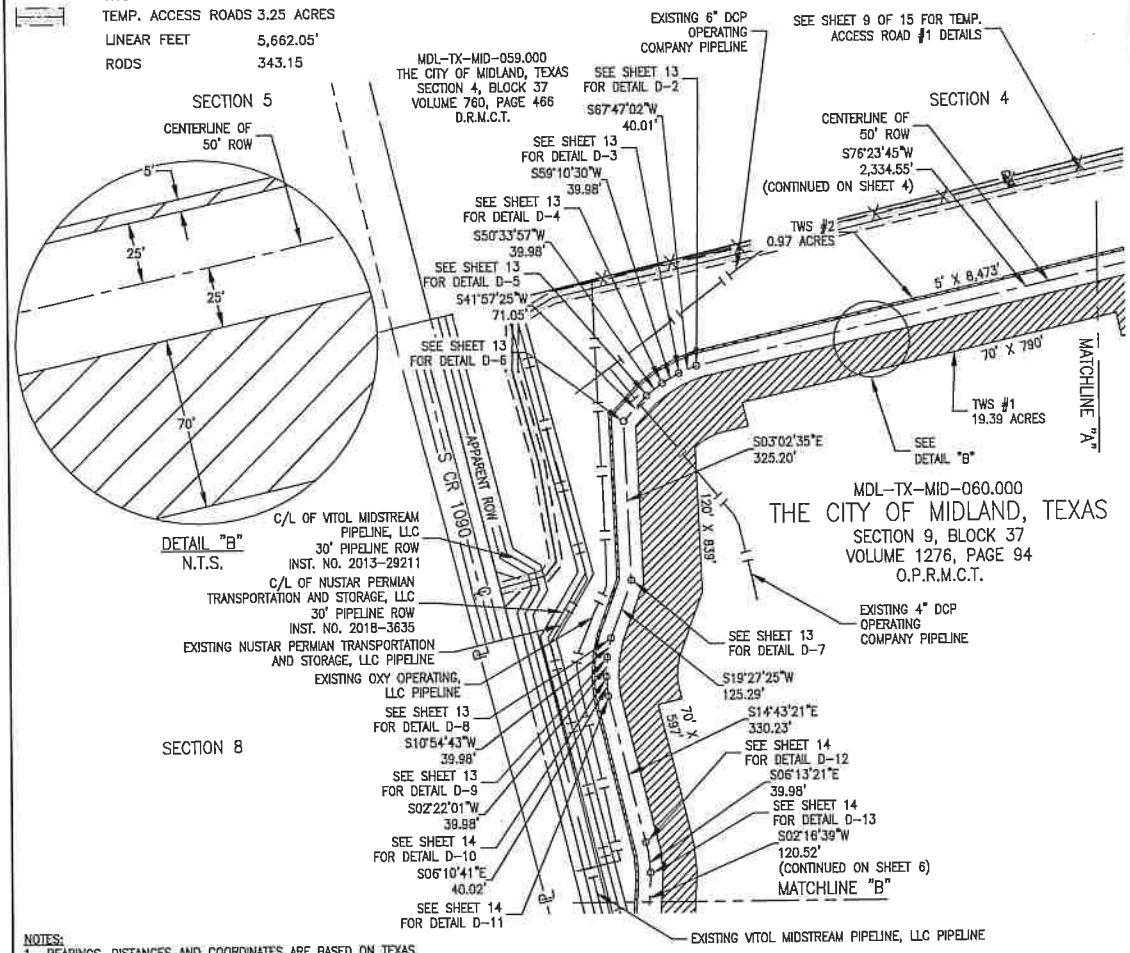
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HWY.	HIGHWAY
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FM	FARM TO MARKET
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	BVC	DATE	03/21/25
CHECKED BY	CPD	DATE	03/21/25
APPROVED BY	JWB	DATE	03/21/25

APPROVED BY: PROJECT MANAGER / PROJECT ENGINEER

PROJ. ID. 8.M24001.00.0
SCALE: AS NOTED

MDL-TX-MID-060.000

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MIDLAND COUNTY, TEXAS

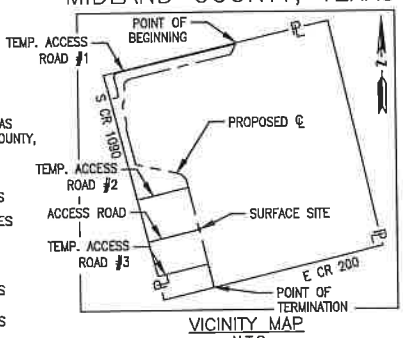
SHEET 6 OF 15

SCALE: 1" = 300'

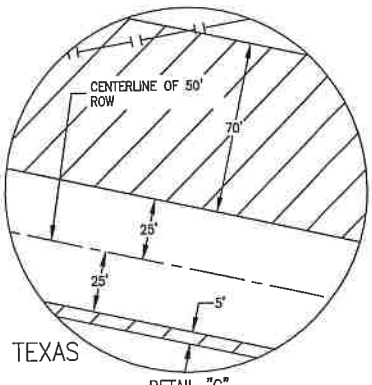
LEGEND

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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

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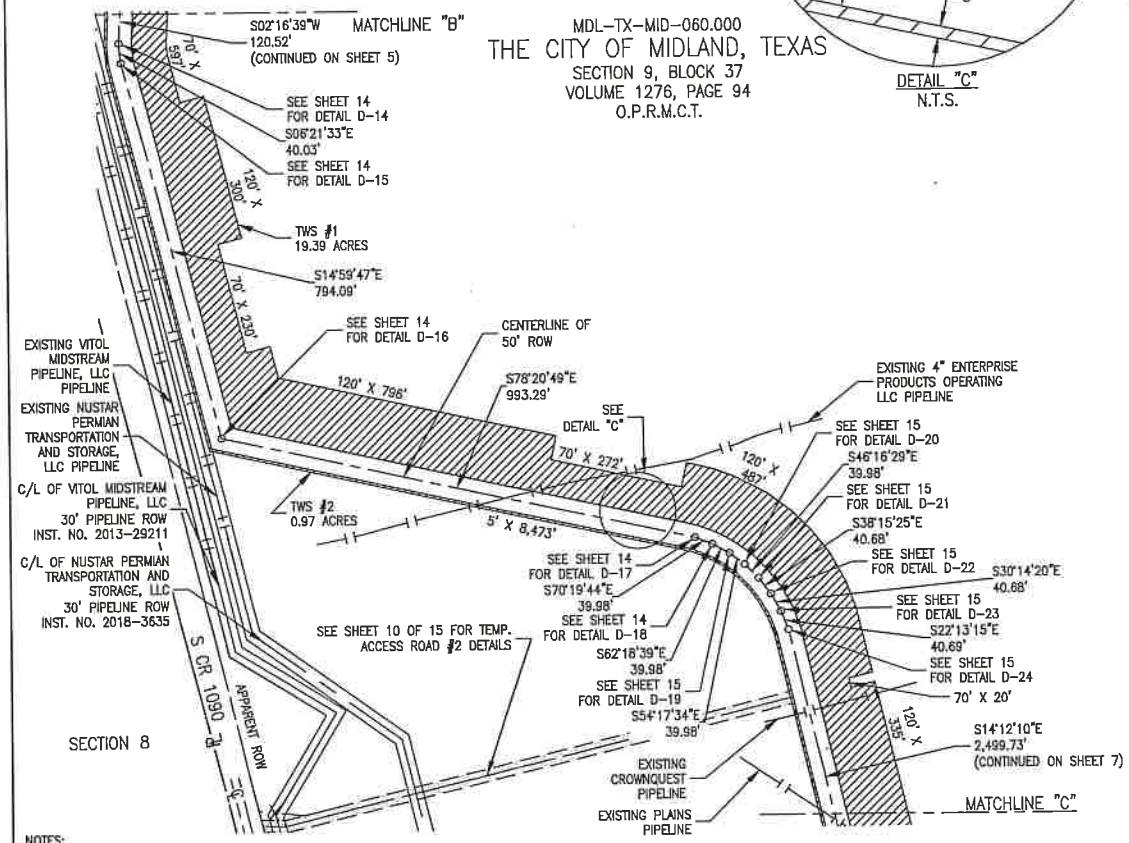
VICINITY MAP
N.T.S.



DETAIL "C"
N.T.S.

MDL-TX-MID-060.000

THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.



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MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

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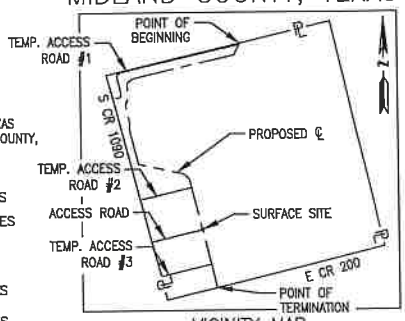
SHEET 7 OF 15

SCALE: 1" = 300'

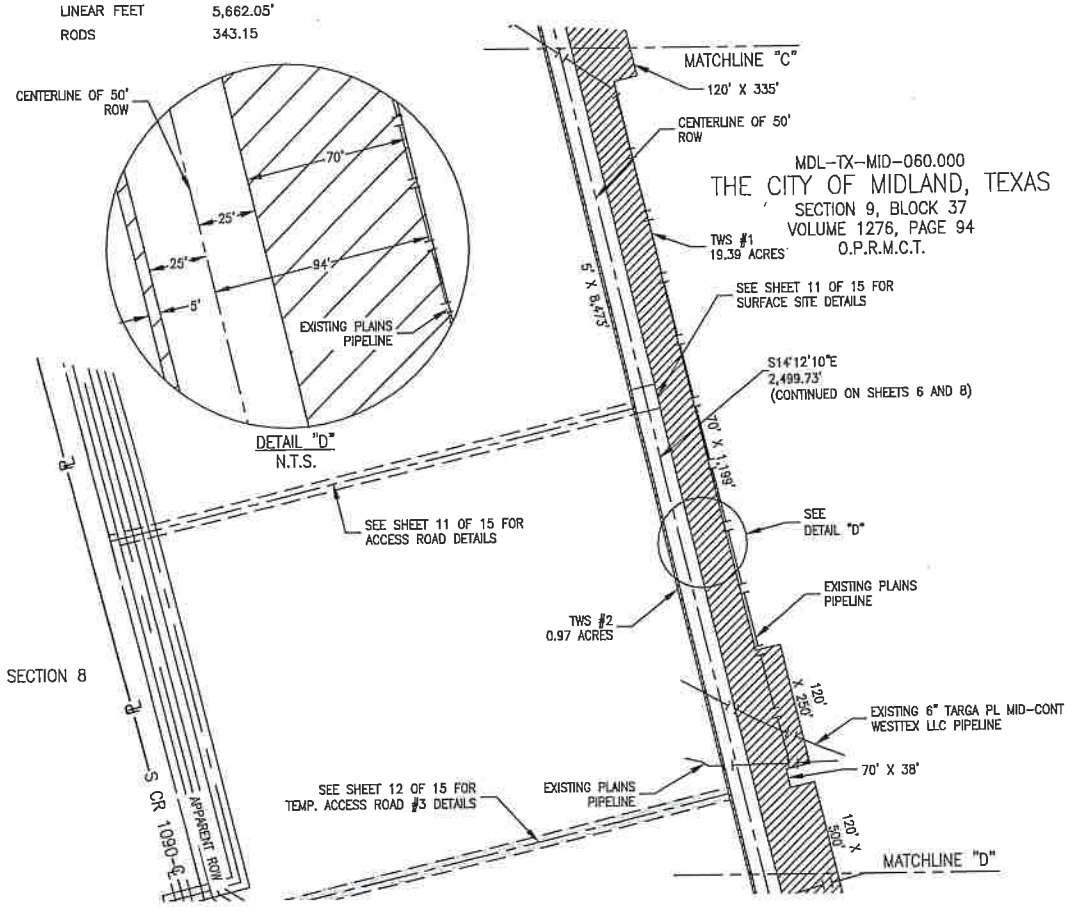
LEGEND

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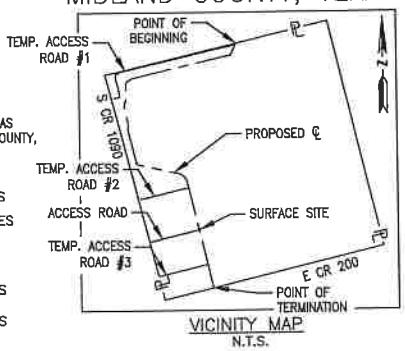
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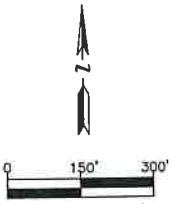
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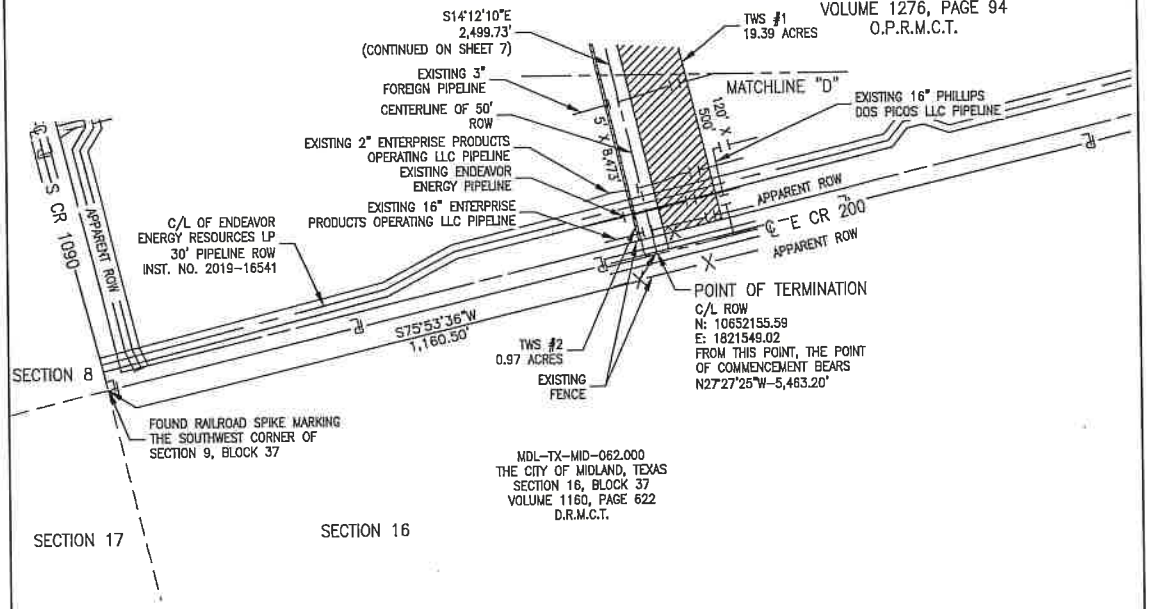
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N.T.S.



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MDL-TX-MID-062.000
THE CITY OF MIDLAND, TEXAS
SECTION 16, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF MARCH, 2026

Walter Ballard 04/01/2026

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825



HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
H	04/01/26	RE-ISSUED FOR ACQUISITION	RTH	KRD	JWB
G	04/01/26	RE-ISSUED FOR ACQUISITION	RTH	ARL	JWB
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A	03/21/25	ISSUED FOR REVIEW	BVC	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	BVC	DATE	03/21/25
CHECKED BY	CPD	DATE	03/21/25
APPROVED BY	JWB	DATE	03/21/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE LYING WITHIN AND BEING A PART OF SECTION 9, BLOCK 37 T-3-S T&P RR CO SURVEY, A-132

MIDLAND COUNTY, TEXAS

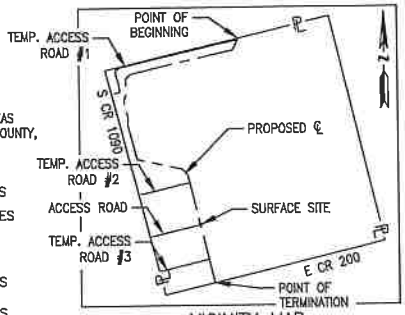
SCALE: 1" = 500'

SHEET 9 OF 15

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	9.75 ACRES
	TEMP. WORKSPACE	20.36 ACRES
	LINEAR FEET	8,501.20'
	RODS	515.22
	SURFACE SITE	0.06 ACRES
	ACCESS ROAD	0.64 ACRES
	LINEAR FEET	1,111.84'
	RODS	67.38
	TEMP. ACCESS ROADS	3.25 ACRES
	LINEAR FEET	5,662.05'
	RODS	343.15



VICINITY MAP
N.T.S.

TEMPORARY ACCESS ROAD LINE TABLE #1		
LINE #	BEARING	DISTANCE
L1	N73°53'44"E	93.28'
L2	N38°28'24"E	37.66'
L3	N10°08'57"W	203.95'
L4	N16°05'50"W	199.44'
L5	N00°25'24"E	96.03'
L6	N57°37'19"E	94.85'
L7	N76°47'45"E	399.42'
L8	N76°13'34"E	600.90'
L9	N76°41'08"E	599.22'
L10	N76°15'18"E	600.26'
L11	N76°25'13"E	519.85'

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

SECTION 4

POINT OF TERMINATION
TEMP. ACCESS ROAD #1
N: 10657704.63
E: 1821998.65

FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 9, BLOCK 37

SECTION 5

SECTION 8

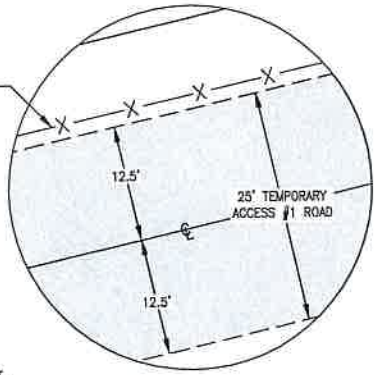
S22°42'53"E 514.92'

SEE DETAIL "E"

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

POINT OF BEGINNING
TEMP. ACCESS ROAD #1
N: 10656473.08
E: 1819252.06

E CR 1090 APPARENT ROW



DETAIL "E"
N.T.S.

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J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS — REGISTERED — J. WALTER BALLARD — 6317 — PROFESSIONAL — LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
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PHONE: 318-255-6825
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B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	EVC	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	EVC	DATE	03/21/25
CHECKED BY	CPD	DATE	03/21/25
APPROVED BY	JWB	DATE	03/21/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE LYING WITHIN AND BEING A PART OF SECTION 9, BLOCK 37 T-3-S T&P RR CO SURVEY, A-132

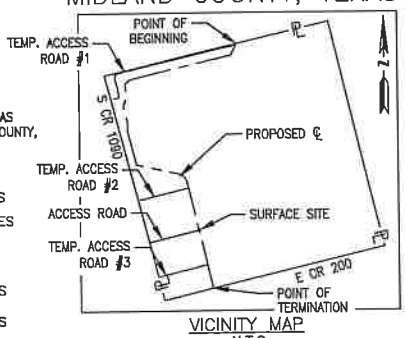
MIDLAND COUNTY, TEXAS

SHEET 10 OF 15

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

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VICINITY MAP
N.T.S.

0 150' 300'

SCALE: 1" = 300'

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

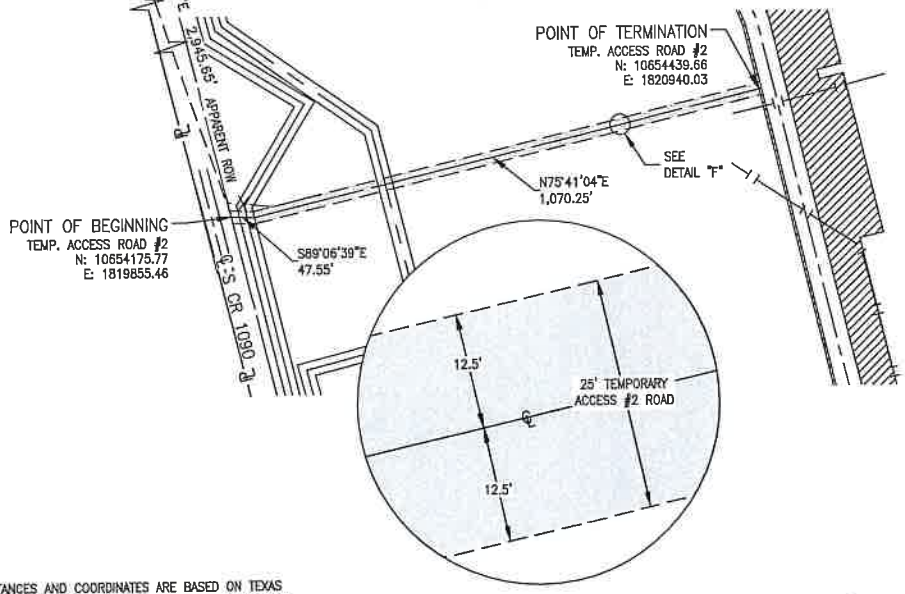
SECTION 4

SECTION 5

SECTION 8

FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 9, BLOCK 37

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.



DETAIL "F"
N.T.S.

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A	03/21/25	ISSUED FOR REVIEW	BVC	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY BVC DATE 03/21/25
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE LYING WITHIN AND BEING A PART OF SECTION 9, BLOCK 37 T-3-S T&P RR CO SURVEY, A-132

MIDLAND COUNTY, TEXAS

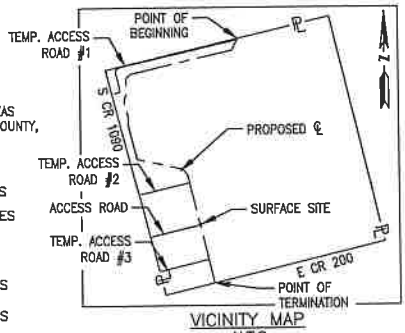
SCALE: 1" = 200'

SHEET 11 OF 15

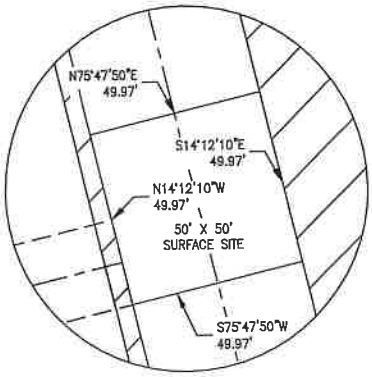
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
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FM	FARM TO MARKET
PROP.	PROPOSED
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TEMP.	TEMPORARY
CONC.	CONCRETE
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VICINITY MAP
N.T.S.



DETAIL "H"
N.T.S.

MDL-TX-MID-059.000
THE CITY OF MIDLAND, TEXAS
SECTION 4, BLOCK 37
VOLUME 760, PAGE 466
D.R.M.C.T.

SECTION 4

POINT OF COMMENCEMENT
FOUND 1/2" IRON ROD IN 5" X 5" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 9, BLOCK 37

SECTION 5

S31°35'46"E 4,106.53'
N31°26'28"W 4,142.31'

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

POINT OF BEGINNING
PERMANENT SURFACE SITE
N: 10653505.62
E: 1821181.58

SEE DETAIL "H"

S15°52'41"E 3,957.99'

POINT OF TERMINATION
ACCESS ROAD
N: 10653469.29
E: 1821190.77

N75°47'40"E 1,111.84'

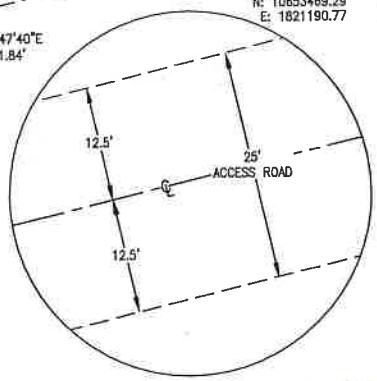
SECTION 8

SEE DETAIL "G"

S CR 1090

APPARENT ROW

POINT OF BEGINNING
ACCESS ROAD
N: 10653196.50
E: 1820112.92



DETAIL "G"
N.T.S.

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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	SVC	DATE	03/21/25
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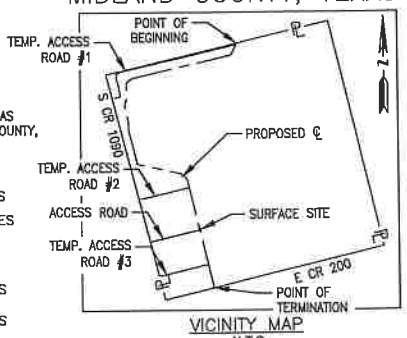
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE
LYING WITHIN AND BEING A PART OF
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T&P RR CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

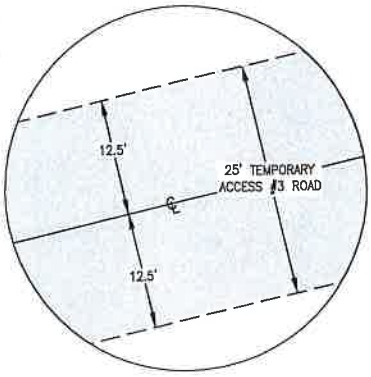
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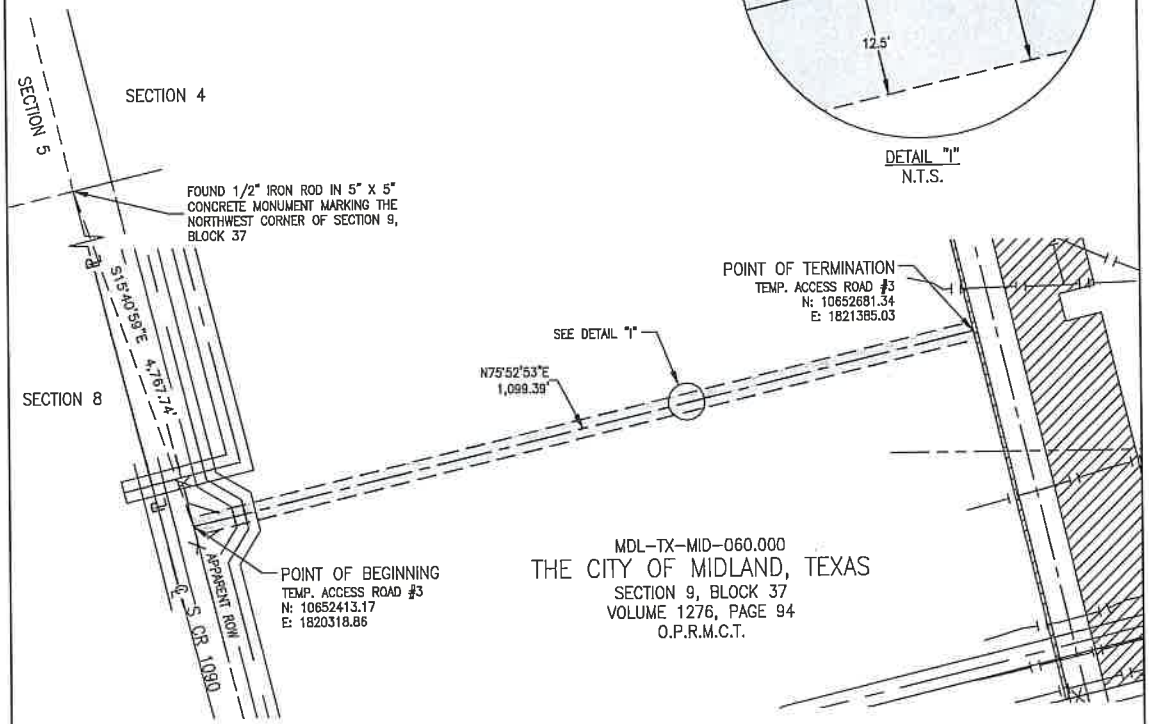
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	RODS	343.15



VICINITY MAP
N.T.S.



DETAIL "I"
N.T.S.



MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

SCALE: 1" = 200'

SHEET 12 OF 15

NOTES:
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Walter Ballard 04/01/2026

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RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY BVC DATE 03/21/25
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-060.000

LEGEND

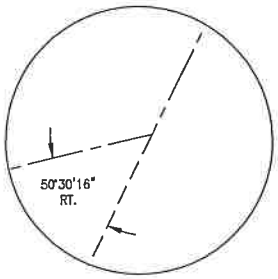
INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
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FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
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EXHIBIT "B"

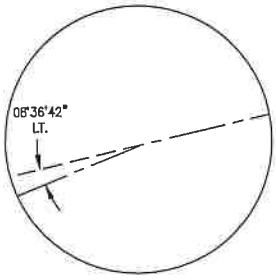
RIGHT-OF-WAY, TEMPORARY WORKSPACE, TEMPORARY ACCESS ROADS, ACCESS ROAD, AND SURFACE SITE LYING WITHIN AND BEING A PART OF SECTION 9, BLOCK 37 T-3-S T&P RR CO SURVEY, A-132

MIDLAND COUNTY, TEXAS

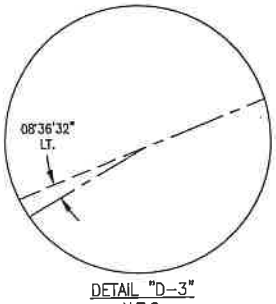
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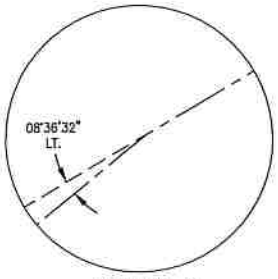
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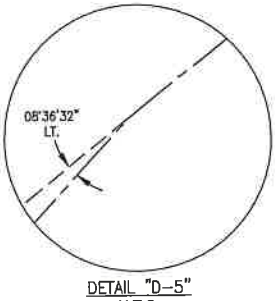
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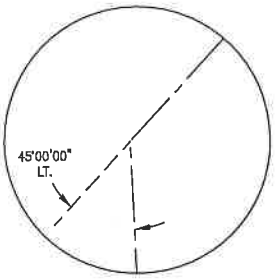
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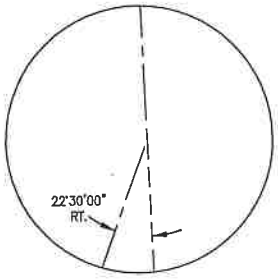
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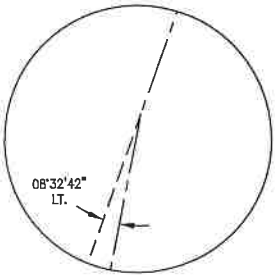
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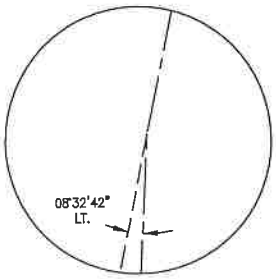
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DETAIL "D-7"
N.T.S.



DETAIL "D-8"
N.T.S.



DETAIL "D-9"
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MIDLAND COUNTY, TEXAS

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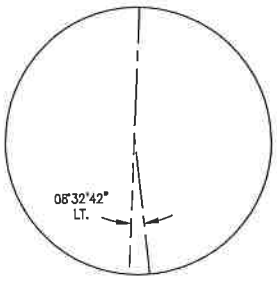
LEGEND

INST.	INSTRUMENT
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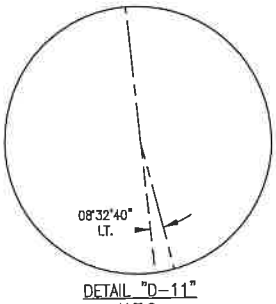
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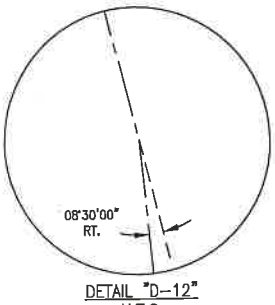
DEFLECTION ANGLE DETAILS



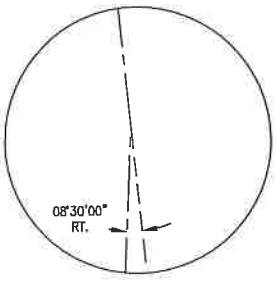
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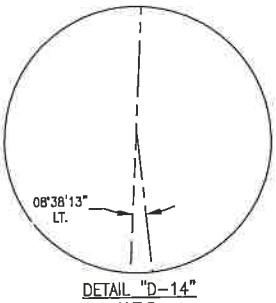
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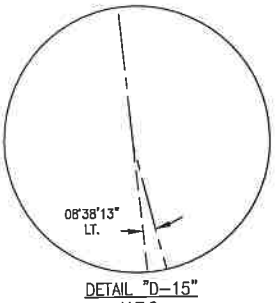
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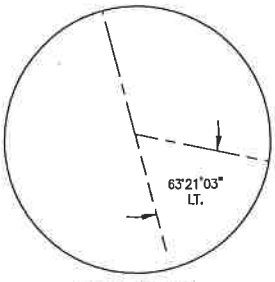
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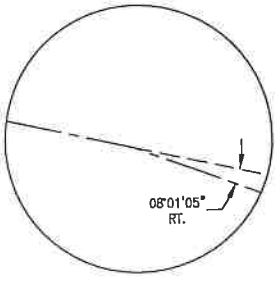
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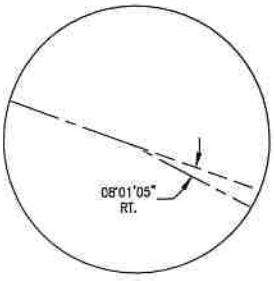
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DETAIL "D-16"
N.T.S.



DETAIL "D-17"
N.T.S.



DETAIL "D-18"
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LEGEND

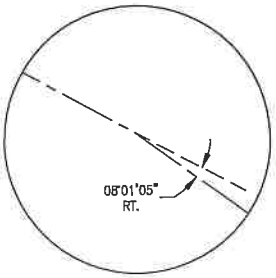
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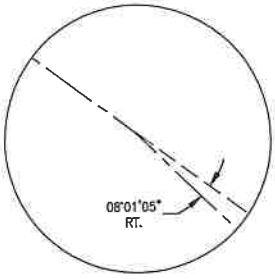
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MIDLAND COUNTY, TEXAS

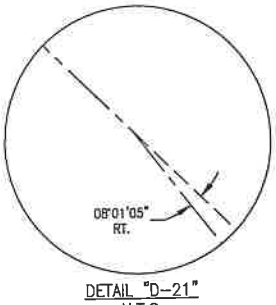
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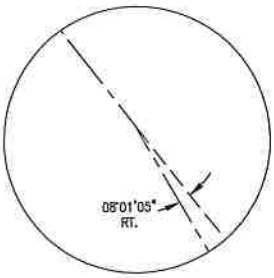
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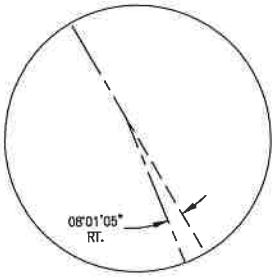
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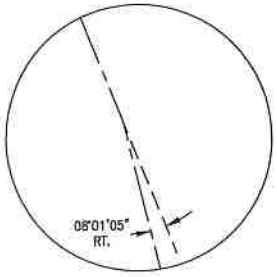
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DETAIL "D-22"
N.T.S.



DETAIL "D-23"
N.T.S.



DETAIL "D-24"
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PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193845

NO.	DATE		DRWN	CHK'D	APP'D
H	04/01/26	RE-ISSUED FOR ACQUISITION	RTH	KRD	JWB
G	04/01/26	RE-ISSUED FOR ACQUISITION	RTH	ARL	JWB
F	03/30/26	RE-ISSUED FOR REVIEW	RTH	ARL	JWB
E	03/20/26	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/02/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	BVC	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY BVC DATE 03/21/25
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25
APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0
SCALE: AS NOTED

MDL-TX-MID-060.000

EXHIBIT "A"

MDL-TX-MID-062.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
The City of Midland, Texas
6.13 Acre Right-of-Way
3.00 Acre Access Road

RIGHT-OF-WAY GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 16, Block 37, Township 3 South, T&P Railroad Company Survey, B.W. Floyd, Abstract 903, Midland County, Texas, having been acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-062.000 dated March 18, 2025, the centerline of which is more particularly described as follows, to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found railroad spike marking the Northwest corner of said Section 16, Block 37;

Thence, proceed North 75 degrees 53 minutes 36 seconds East, along the North line of said Section 16, Block 37, being common with the South line of Section 9, Block 37, a distance of 1,160.50 feet, to the **POINT OF BEGINNING;**

Thence, proceed South 14 degrees 12 minutes 09 seconds East, a distance of 939.41 feet;

Thence, proceed South 08 degrees 24 minutes 27 seconds East, a distance of 39.47 feet;

Thence, proceed South 02 degrees 36 minutes 45 seconds East, a distance of 39.50 feet;

Thence, proceed South 03 degrees 09 minutes 18 seconds West, a distance of 1,223.50 feet;

Thence, proceed South 02 degrees 40 minutes 40 seconds East, a distance of 40.49 feet;

Thence, proceed South 08 degrees 30 minutes 39 seconds East, a distance of 40.60 feet;

Thence, proceed South 14 degrees 20 minutes 40 seconds East, a distance of 3,021.22 feet to the **POINT OF TERMINATION** on the South line of said Section 16, Block 37, being common with the North line of Section 21, Block 37, from which point the Point of Commencement bears North 22 degrees 34 minutes 53 seconds West, a distance of 5,345.45 feet.

The above described Right-of-Way contains 6.13 acres and is 5,344.19 linear feet or 323.89 rods in length.

ACCESS ROAD GENERAL DESCRIPTION

A certain 25-foot wide tract or parcel of land situated in Section 16, Block 37, Township 3 South, T&P Railroad Company Survey, B.W. Floyd, Abstract 903, Midland County, Texas, acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-062.000 dated March 18, 2025, the centerline of which is more particularly described as follows, to wit:

ACCESS ROAD CENTERLINE DESCRIPTION

COMMENCING at a found railroad spike marking the Northwest corner of said Section 16, Block 37;

Thence, proceed South 60 degrees 39 minutes 15 seconds East, a distance of 73.51 feet, to the **POINT OF BEGINNING;**

Thence, proceed South 14 degrees 45 minutes 40 seconds East, a distance of 5,243.66 feet to the **POINT OF TERMINATION** on the South line of said Section 16, Block 37, being common with the North line of Section 21, Block 37, from which point the Point of Commencement bears North 15 degrees 20 minutes 02 seconds West, a distance of 5,295.23 feet.

The above described Access Road contains 3.00 acres and is 5,243.66 linear feet or 317.80 rods in length.

Bearing Source: North, Bearings, Distances and Coordinates are based on Texas State Plane Coordinate System, Central Zone, NAD 83 Datum, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.

Walter Ballard Date: 05/14/2025

J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865



EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 16, BLOCK 37, T-3-S
T&P RR CO SURVEY, B.W. FLOYD, A-903
MIDLAND COUNTY, TEXAS

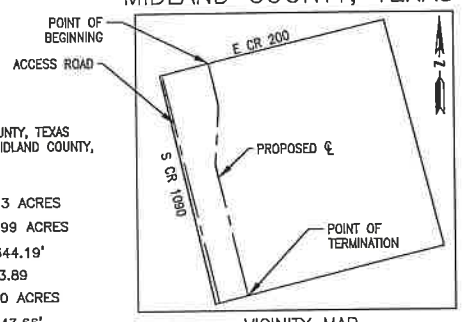
SCALE: 1" = 300'

SHEET 3 OF 9

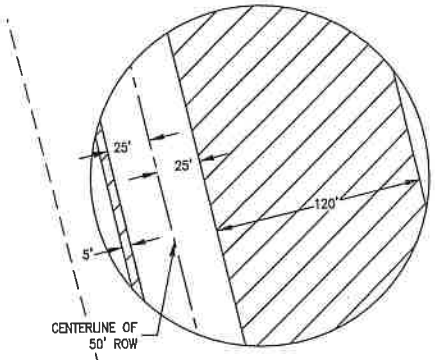
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

RIGHT-OF-WAY	6.13 ACRES
TEMP. WORKSPACE	10.99 ACRES
LINEAR FEET	5,344.19'
RODS	323.89
ACCESS ROAD	3.00 ACRES
LINEAR FEET	5,243.66'
RODS	317.80



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.

SECTION 9

POINT OF BEGINNING
C/L ROW
N: 10652155.59
E: 1821549.03

POINT OF COMMENCEMENT
FOUND RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 16, BLOCK 37

EAST CR 200
APPARENT ROW

N75°53'36"E
1,160.50'

SECTION 8

EXISTING ENDEAVOR PIPELINE
EXISTING FENCE
SEE DETAIL "A"
EXISTING CROWNQUEST PIPELINE
TWS #2
0.61 ACRES
EXISTING PHILLIPS 66 DOS PICOS LLC PIPELINE
TWS #1
10.38 ACRES
5' X 5,296'
120' X 565'
70' X 123'
120' X 743'
EXISTING 8" NUSTAR PERMIAN TRANS AND STG LLC PIPELINE

SEE SHEETS 7 AND 8 FOR ACCESS ROAD DETAILS

S14°12'09"E
939.41'
(CONTINUED ON SHEET 4)

MATCHLINE "A"

SECTION 17

MDL-TX-MID-062.000
THE CITY OF MIDLAND, TEXAS
SECTION 16, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

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PHONE: 318-255-6825
FIRM LICENSE NO.
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/18/25
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RIGHT-OF-WAY, TEMPORARY WORKSPACE AND ACCESS ROAD
LYING WITHIN AND BEING A PART OF
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T&P RR CO SURVEY, B.W. FLOYD, A-903
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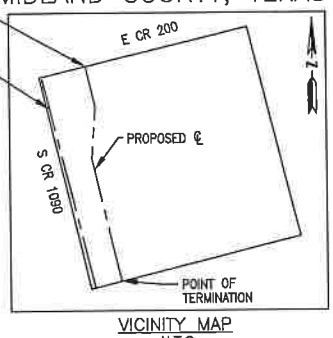
SCALE: 1" = 300'

SHEET 4 OF 9

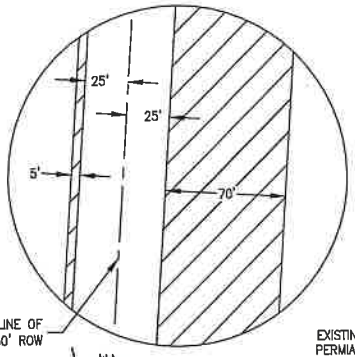
LEGEND

INST.	INSTRUMENT
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℄	CENTERLINE
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TX	TEXAS
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HWY.	HIGHWAY
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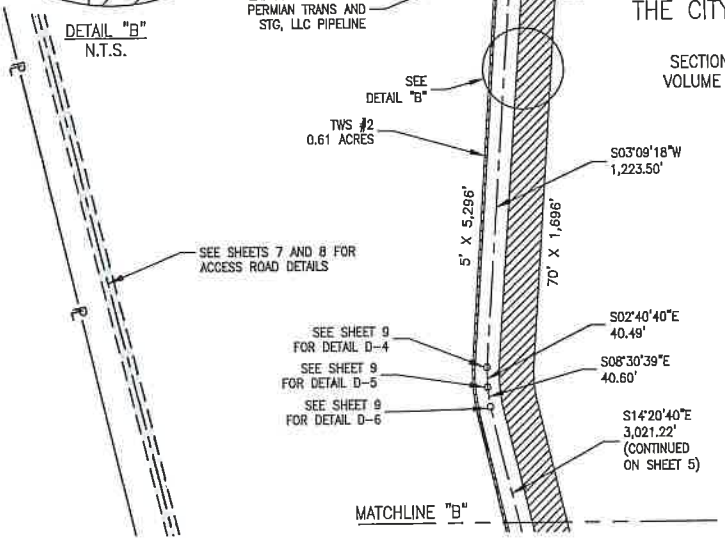
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VICINITY MAP
N.T.S.



DETAIL "B"
N.T.S.



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Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
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PHONE: (318) 255-6825

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MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

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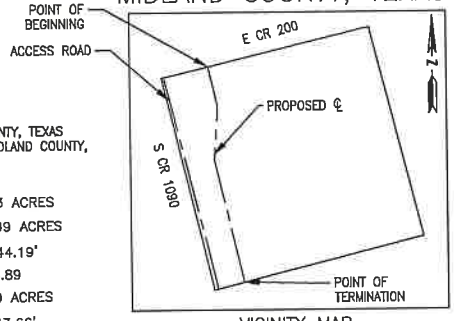
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MIDLAND COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
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TX	TEXAS
ROW	RIGHT OF WAY
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

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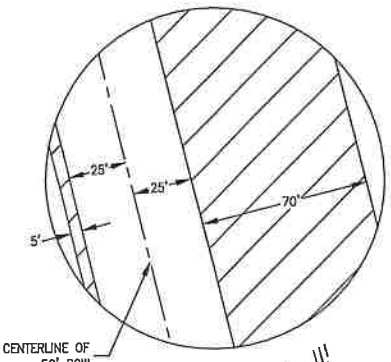


VICINITY MAP
N.T.S.

0 150' 300'

SCALE: 1" = 300'

SHEET 5 OF 9



DETAIL "C"
N.T.S.

MDL-TX-MID-062.000
THE CITY OF MIDLAND, TEXAS
SECTION 16, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

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Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
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MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

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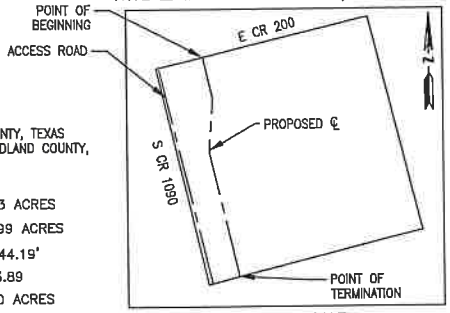
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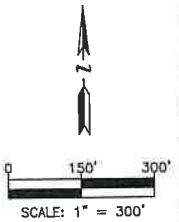
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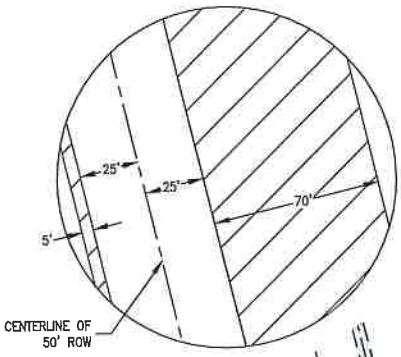
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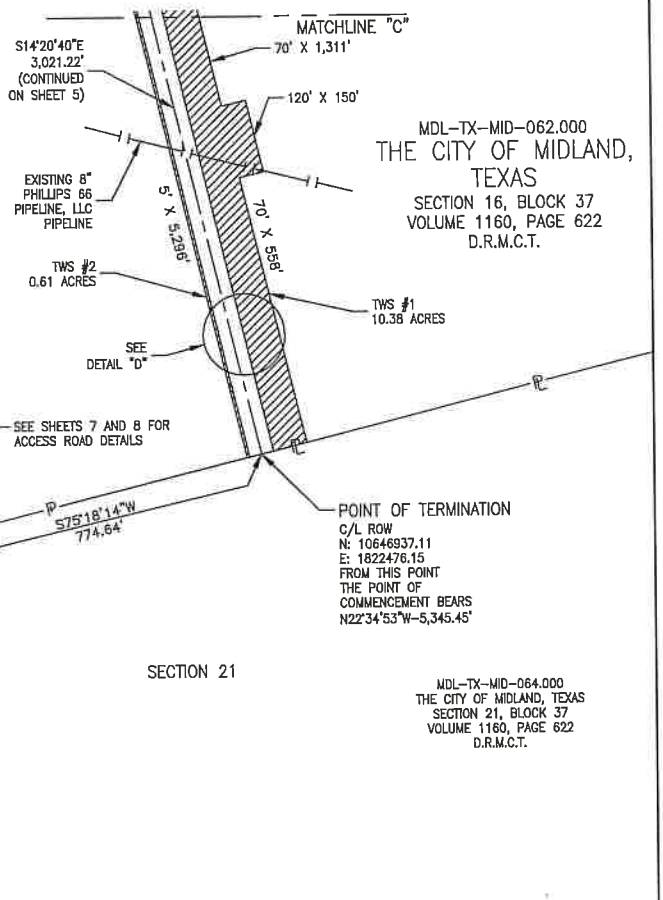
VICINITY MAP
N.T.S.



SHEET 6 OF 9



DETAIL "D"
N.T.S.



MDL-TX-MID-062.000
THE CITY OF MIDLAND, TEXAS
SECTION 16, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

MDL-TX-MID-064.000
THE CITY OF MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

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4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/03/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/18/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/18/25
CHECKED BY CPD DATE 03/18/25
APPROVED BY JWB DATE 03/18/25
PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

MDL-TX-MID-062.000

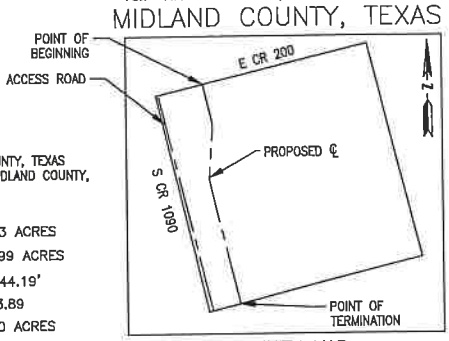
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 16, BLOCK 37, T-3-S
T&P RR CO SURVEY, B.W. FLOYD, A-903
MIDLAND COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

	RIGHT-OF-WAY	6.13 ACRES
	TEMP. WORKSPACE	10.99 ACRES
	LINEAR FEET	5,344.19'
	RODS	323.89
	ACCESS ROAD	3.00 ACRES
	LINEAR FEET	5,243.66'
	RODS	317.80

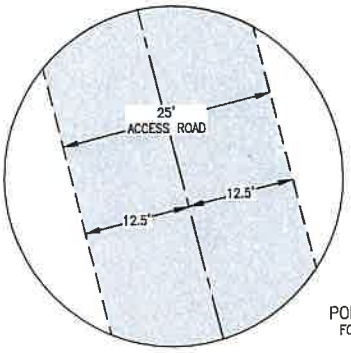


VICINITY MAP
N.T.S.

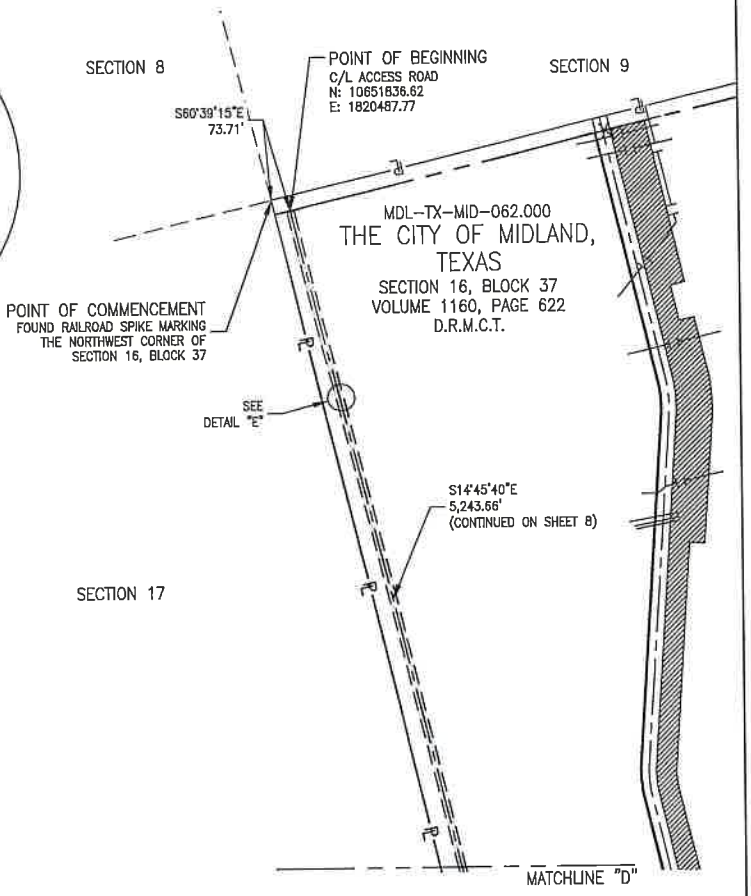
SCALE: 1" = 300'

SHEET 7 OF 9

MDL-TX-MID-060.000
THE CITY OF MIDLAND, TEXAS
SECTION 9, BLOCK 37
VOLUME 1276, PAGE 94
O.P.R.M.C.T.



DETAIL "E"
N.T.S.



NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
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I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

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B	04/03/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/18/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/18/25
CHECKED BY CPD DATE 03/18/25
APPROVED BY JWB DATE 03/18/25
APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

MDL-TX-MID-062.000

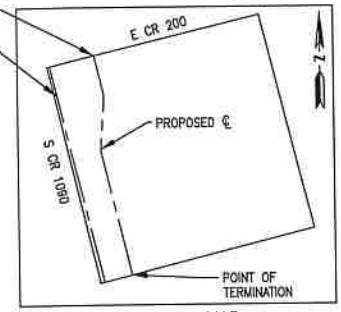
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 16, BLOCK 37, T-3-S
T&P RR CO SURVEY, B.W. FLOYD, A-903
MIDLAND COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
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FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

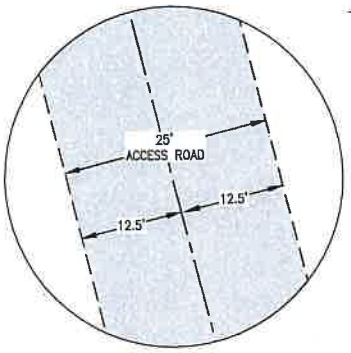
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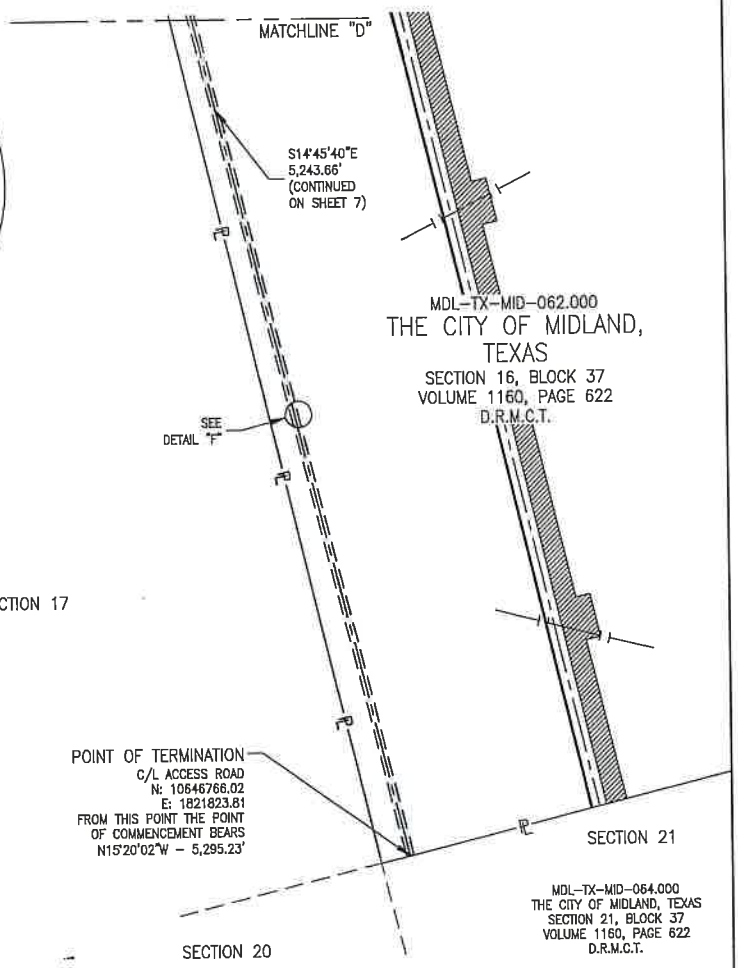
VICINITY MAP
N.T.S.

0 150' 300'
SCALE: 1" = 300'

SHEET 8 OF 9



DETAIL "F"
N.T.S.



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Walter Ballard 05/14/2025
J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS
HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/18/25
CHECKED BY CPD DATE 03/18/25
APPROVED BY JWB DATE 03/18/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED
APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-062.000

LEGEND

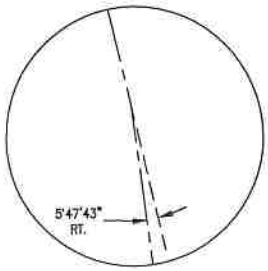
INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
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TWS	TEMPORARY WORK SPACE
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FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

EXHIBIT "B"

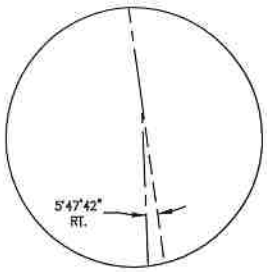
RIGHT-OF-WAY, TEMPORARY WORKSPACE AND ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 16, BLOCK 37, T-3-S
T&P RR CO SURVEY, B.W. FLOYD, A-903
MIDLAND COUNTY, TEXAS

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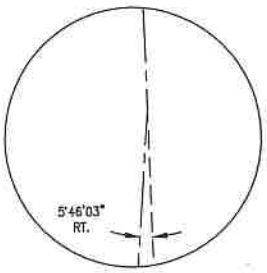
DEFLECTION ANGLE DETAILS



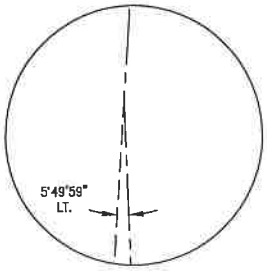
DETAIL "D-1"
N.T.S.



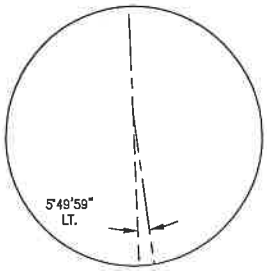
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N.T.S.



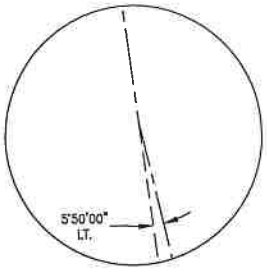
DETAIL "D-3"
N.T.S.



DETAIL "D-4"
N.T.S.



DETAIL "D-5"
N.T.S.



DETAIL "D-6"
N.T.S.

NOTES:
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Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10103885

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
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A	03/18/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS	DATE 03/18/25	APPROVED BY	
CHECKED BY CPD	DATE 03/18/25		PROJECT MANAGER / PROJECT ENGINEER
APPROVED BY JWB	DATE 03/18/25		
PROJ. ID. 8.M24001.00.0	SCALE AS NOTED	MDL-TX-MID-062.000	

EXHIBIT "A"

MDL-TX-MID-064.000
Field Notes for Hugh Brinson Pipeline, LLC
Midland Lateral Pipeline
THE CITY OF MIDLAND, TEXAS
6.23 Acre Right-of-Way
3.02 Acre Access Road

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 21, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 136, Midland County, Texas, and being a portion of a certain tract, Section 21, Block 37, Township 3 South, acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-064.000 with the latest revision date of April 21, 2025, the centerline of which is more particularly described as follows to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found 1/2 inch iron rod with yellow cap marking the Northwest corner of said Section 21;

Thence, proceed North 75 degrees 18 minutes 14 seconds East coincident with the North line of said Section 21, a distance of 774.64 feet to the **POINT OF BEGINNING** on the North line of the above referenced The City of Midland, Texas Tract and the South line of a certain tract acquired by The City of Midland, Texas, Section 16, acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622, of the Deed Records of Midland County, Texas;

Thence, proceed South 14 degrees 20 minutes 40 seconds East, a distance of 178.94 feet;

Thence, proceed South 06 degrees 50 minutes 39 seconds East, a distance of 40.04 feet;

Thence, proceed South 00 degrees 39 minutes 21 seconds West, a distance of 39.33 feet;

Thence, proceed South 08 degrees 09 minutes 21 seconds West, a distance of 39.33 feet;

Thence, proceed South 15 degrees 39 minutes 21 seconds West, a distance of 1,150.13 feet;

Thence, proceed South 08 degrees 02 minutes 26 seconds West, a distance of 40.65 feet;

Thence, proceed South 00 degrees 25 minutes 31 seconds West, a distance of 40.65 feet;

Thence, proceed South 07 degrees 11 minutes 24 seconds East, a distance of 40.66 feet;

Thence, proceed South 14 degrees 48 minutes 18 seconds East, a distance of 3,860.38 feet to the **POINT OF TERMINATION** on the South line of said Section 21, from which point the Point of Commencement bears North 16 degrees 11 minutes 11 seconds West, a distance of 5,264.43 feet.

The above described Right-of-Way contains 6.23 acres and is 5,430.08 linear feet or 329.10 rods in length.

ACCESS ROAD GENERAL DESCRIPTION

A certain 25-foot wide tract or parcel of land situated in Section 21, Block 37, Township 3 South, T&P Railroad Company Survey, Abstract 136, Midland County, Texas, and being a portion of a called Section 21 acquired by The City of Midland Texas, as per deed recorded in Volume 1160, Page 622 of the Deed Records of Midland County Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number MDL-TX-MID-064.000 with the latest revision date of April 21, 2025, the centerline of which is more particularly described as follows, to wit:

ACCESS ROAD CENTERLINE DESCRIPTION

COMMENCING at a found 1/2-inch iron rod with yellow cap marking the Northwest corner of said Section 21;

Thence, proceed North 75 degrees 18 minutes 14 seconds East on the North line of said Section 21, a distance of 100.24 feet to the **POINT OF BEGINNING**, on the North line of the above referenced The City of Midland, Texas Tract and the South line of a certain tract acquired by The City of Midland, Texas, Section 16, acquired by The City of Midland, Texas, as per deed recorded in Volume 1160, Page 622, of the Deed Records of Midland County, Texas;

Thence, proceed South 14 degrees 45 minutes 40 seconds East, a distance of 86.07 feet;

Thence, proceed South 05 degrees 22 minutes 09 seconds West, a distance of 167.47 feet;

Thence, proceed South 14 degrees 21 minutes 48 seconds East, a distance of 2,497.85 feet;

Thence, proceed South 14 degrees 41 minutes 56 seconds East, a distance of 2,521.25 feet to the **POINT OF TERMINATION** on the South line of said Section 21, from which point the Point of Commencement bears North 15 degrees 00 minutes 23 seconds West, a distance of 5,262.52 feet.

The above described Access Road contains 3.02 acres and is 5,272.65 linear feet or 319.55 rods in length.

Bearing Source: North, Bearings, Distances and Coordinates are based on the Texas Coordinate System of 1983, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000)], survey performed by Hunt, Guillot & Associates, L.L.C.

I, J. Walter Ballard, Registered Professional Land Surveyor No. 6317-Texas, hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of January, 2025.

Walter Ballard Date: 05/14/2025



J. Walter Ballard, R.P.L.S. Texas No. 6317
Hunt, Guillot & Associates, L.L.C.
603 E Reynolds Drive
Ruston, LA 71270
318-255-6825
TBPELS Firm No. 10193865

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE,
ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

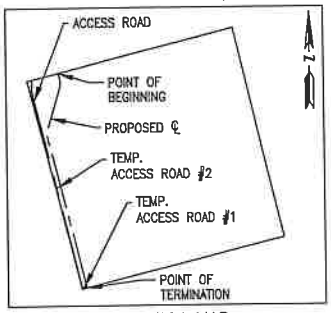
MIDLAND COUNTY, TEXAS

SHEET 3 OF 11

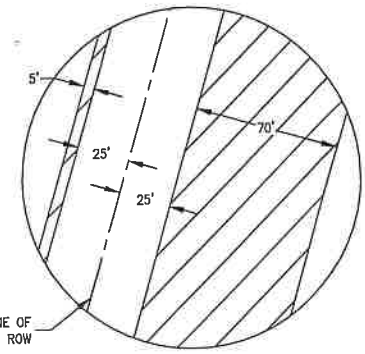
LEGEND

INST.	INSTRUMENT
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MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

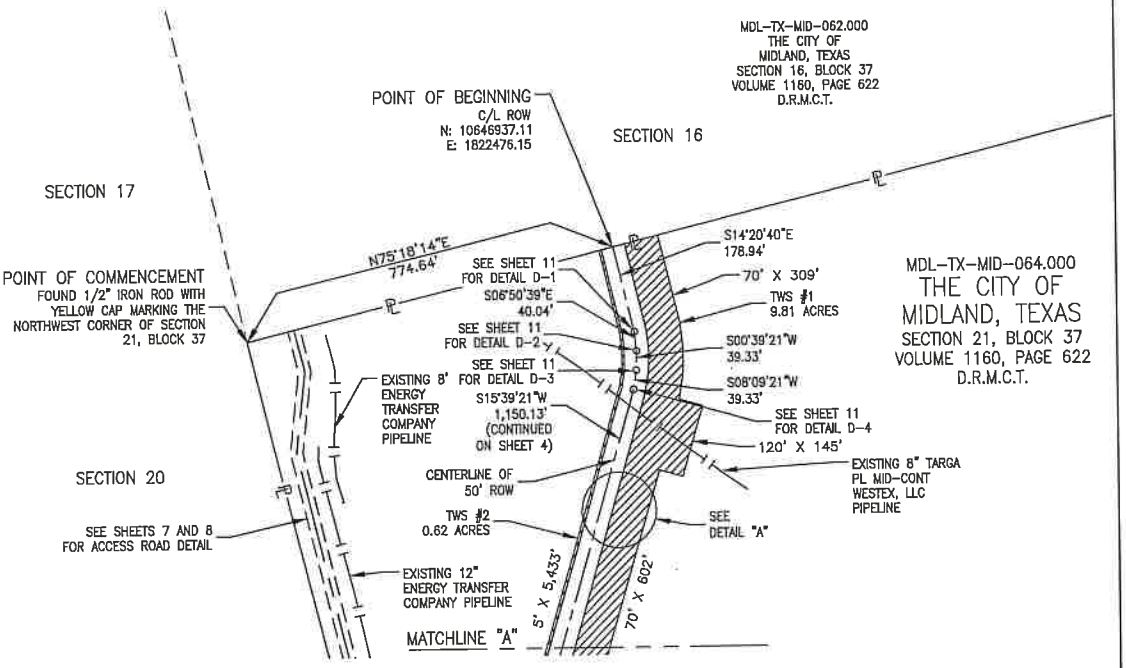
	RIGHT-OF-WAY	6.23 ACRES
	TEMP. WORKSPACE	10.43 ACRES
	LINEAR FEET	5,430.08'
	RODS	329.10
	ACCESS ROAD	3.02 ACRES
	LINEAR FEET	5,272.65'
	RODS	319.55
	TEMP. ACCESS ROADS	0.07 ACRES
	LINEAR FEET	141.10'
	RODS	8.55



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.



NOTES:
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
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I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO. TX 10163885

NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE-ISSUED FOR REVIEW	RTH	CPD	JWB
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A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/21/25
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-064.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE,
ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

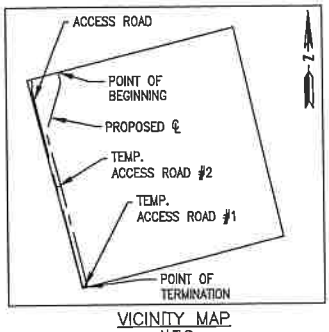
SCALE: 1" = 300'

SHEET 4 OF 11

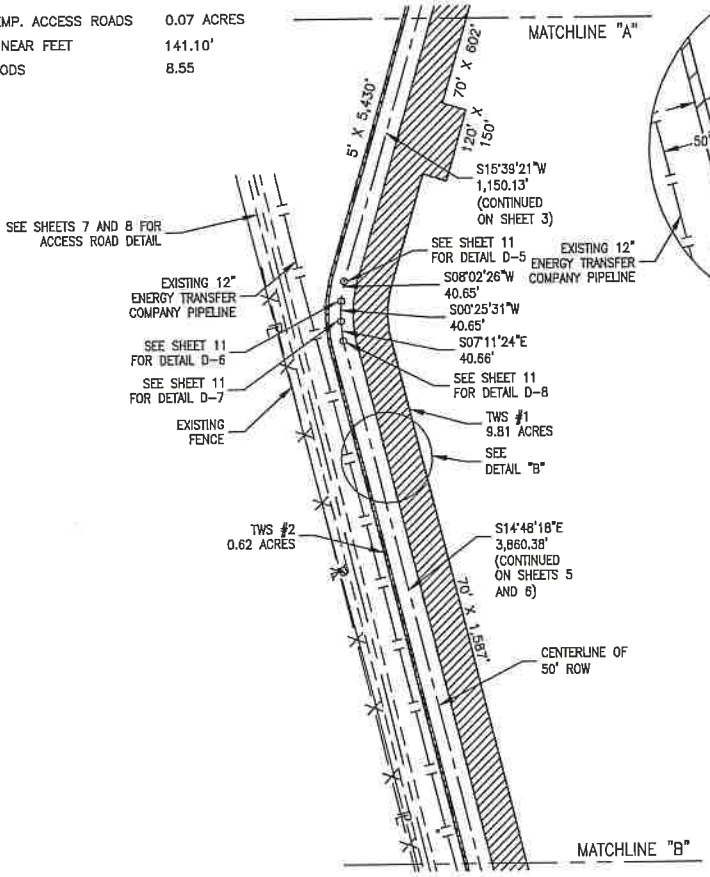
LEGEND

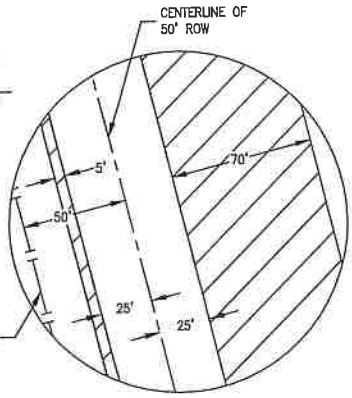
INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
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VICINITY MAP
N.T.S.





DETAIL "B"
N.T.S.

MDL-TX-MID-064.000
THE CITY OF
MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

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TX 10193865

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A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	SDS	DATE	03/21/25
CHECKED BY	CPD	DATE	03/21/25
APPROVED BY	JWB	DATE	03/21/25
PROJ. ID.	B.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-064.000

EXHIBIT "B"

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ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T–3–S
T&P RR CO SURVEY, A–136

MIDLAND COUNTY, TEXAS

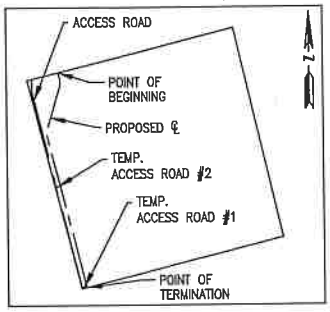
SCALE: 1" = 300'

SHEET 5 OF 11

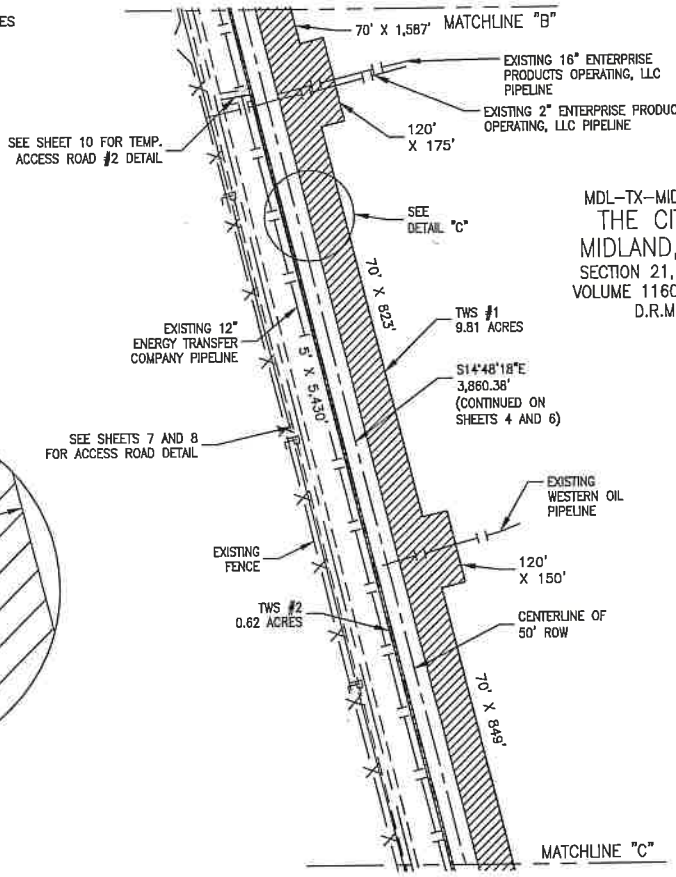
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

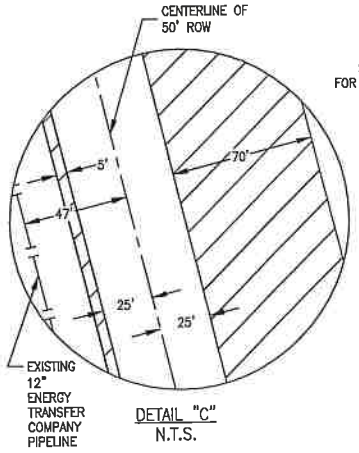
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VICINITY MAP
N.T.S.



MDL–TX–MID–064.000
THE CITY OF
MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.



DETAIL "C"
N.T.S.

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STATE OF TEXAS
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NO.	DATE		DRWN	CHK'D	APP'D
D	05/14/25	RE–ISSUED FOR ACQUISITION	RTH	CPD	JWB
C	04/21/25	RE–ISSUED FOR REVIEW	RTH	CPD	JWB
B	04/09/25	ISSUED FOR ACQUISITION	RTH	CPD	JWB
A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	SDS	DATE	03/21/25
CHECKED BY	CPD	DATE	03/21/25
APPROVED BY	JWB	DATE	03/21/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL–TX–MID–064.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE,
ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

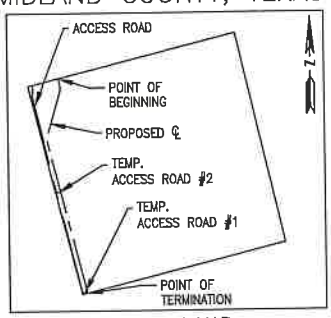
SCALE: 1" = 300'

SHEET 6 OF 11

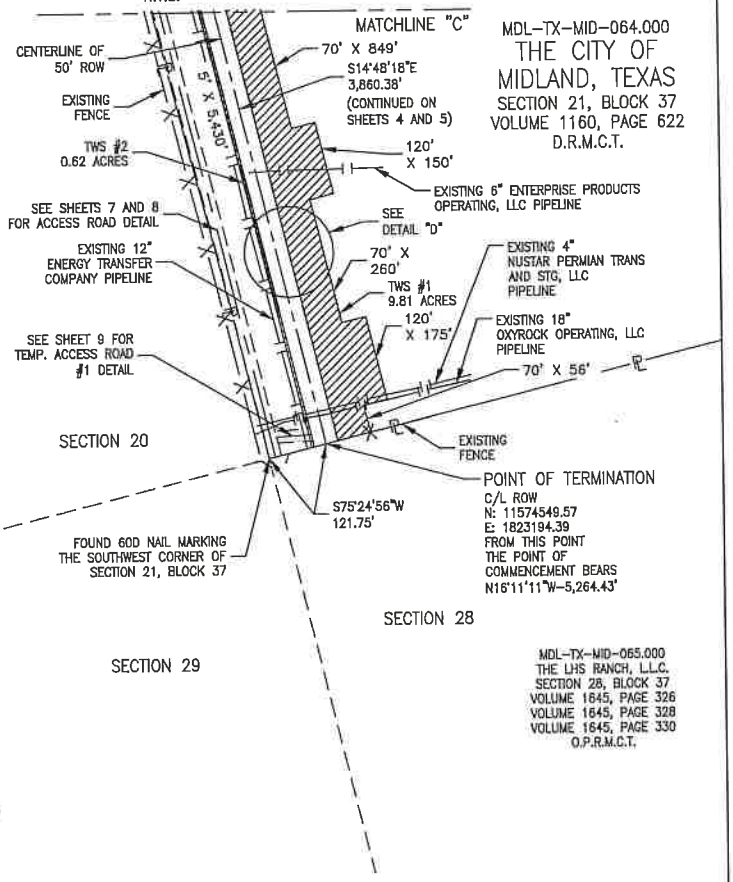
LEGEND

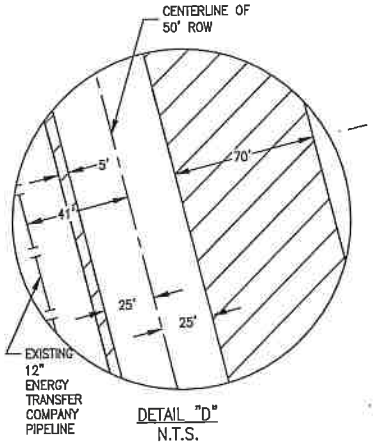
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

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VICINITY MAP
N.T.S.





DETAIL "D"
N.T.S.

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J. WALTER BALLARD DATE:
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MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

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MDL-TX-MID-064.000

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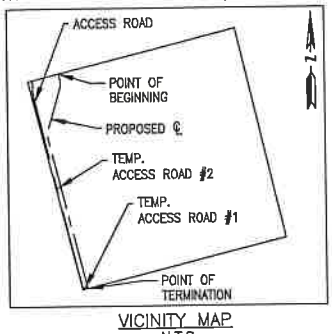
SCALE: 1" = 600'

SHEET 7 OF 11

LEGEND

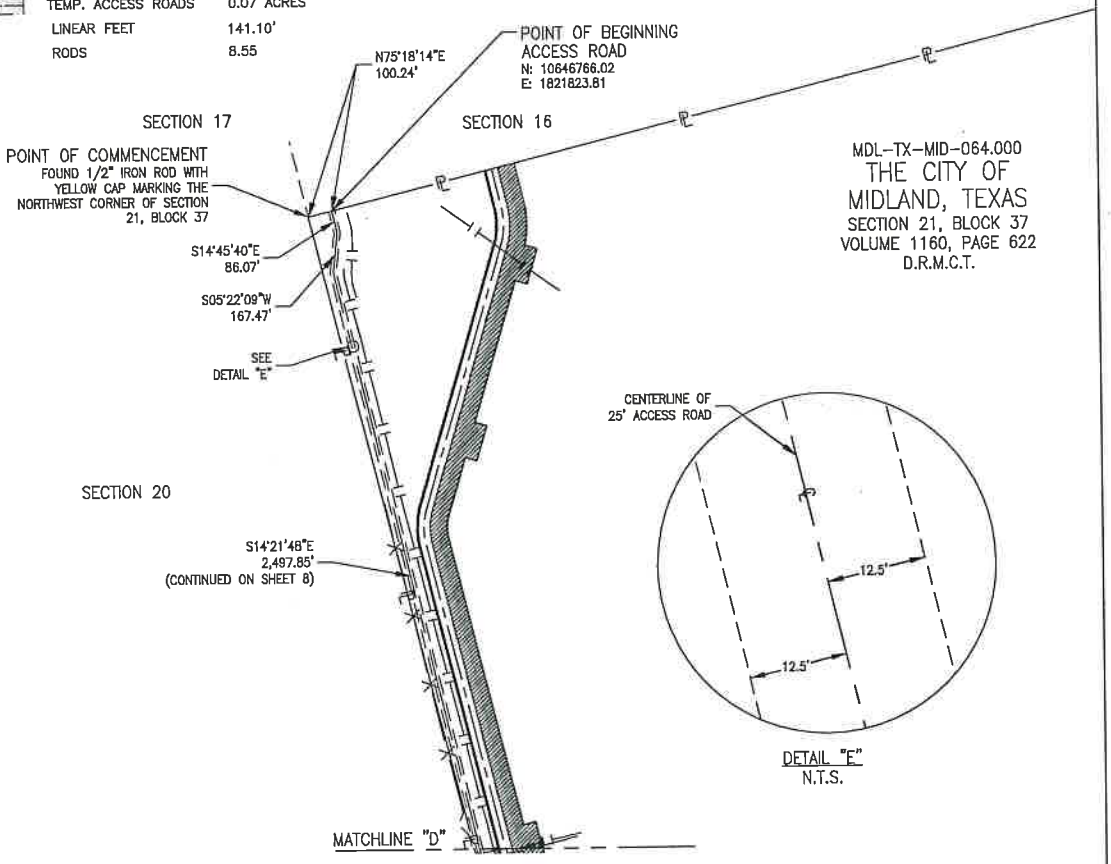
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VICINITY MAP
N.T.S.

MDL-TX-MID-062.000
THE CITY OF
MIDLAND, TEXAS
SECTION 16, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.



MDL-TX-MID-064.000
THE CITY OF
MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

DETAIL "E"
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A	03/21/25	ISSUED FOR REVIEW	SDS	CPD	JWB

MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/21/25
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25
PROJECT MANAGER / PROJECT ENGINEER
PROJ ID. 8.M24001.00.0
SCALE AS NOTED

MDL-TX-MID-064.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE,
ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

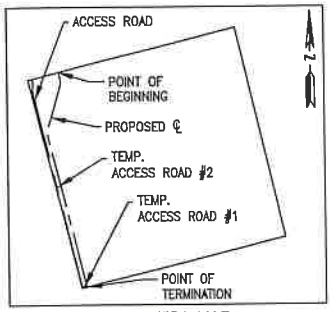
SCALE: 1" = 600'

SHEET 8 OF 11

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

RIGHT-OF-WAY		6.23 ACRES
TEMP. WORKSPACE		10.43 ACRES
	LINEAR FEET	5,430.08'
	RODS	329.10
ACCESS ROAD		3.02 ACRES
	LINEAR FEET	5,272.65'
	RODS	319.55
TEMP. ACCESS ROADS		0.07 ACRES
	LINEAR FEET	141.10'
	RODS	8.55



VICINITY MAP
N.T.S.

MATCHLINE "D"

S14°21'48"E
2,497.85'
(CONTINUED ON SHEET 7)

MDL-TX-MID-064.000
THE CITY OF
MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

SEE
DETAIL "F"

S14°41'56"E
2,521.25'

CENTERLINE OF
25' ACCESS ROAD

12.5'
12.5'

DETAIL "F"
N.T.S.

SECTION 20

SECTION 28

POINT OF
TERMINATION
ACCESS ROAD
N: 10641657.53
E: 1823089.45
FROM THIS POINT THE
POINT OF COMMENCEMENT
BEARS
N15°00'23"W - 5,262.52'

S75°24'56"W
13.31'

FOUND 60D NAIL MARKING
THE SOUTHWEST CORNER OF
SECTION 21, BLOCK 37

MDL-TX-MID-065.000
THE LHS RANCH, L.L.C.
SECTION 28, BLOCK 37
VOLUME 1645, PAGE 326
VOLUME 1645, PAGE 328
VOLUME 1645, PAGE 330
O.P.R.M.C.T.

SECTION 29

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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3. TITLE RESEARCH PERFORMED BY NORFLEET LAND SERVICES.
4. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
5. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
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7. THIS PLAT DETAILS A SINGLE 36" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, J. WALTER BALLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6317-TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF JANUARY, 2025

Walter Ballard 05/14/2025

J. WALTER BALLARD DATE:
RPLS NO. 6317
PHONE: (318) 255-6825

STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193815

NO.	DATE		DRWN	CHK'D	APP'D
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MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

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MDL-TX-MID-064.000

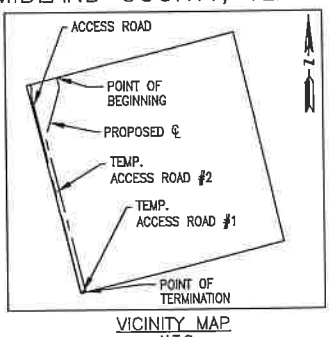
EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE,
ACCESS ROAD AND TEMPORARY ACCESS ROADS
LYING WITHIN AND BEING A PART OF
SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136
MIDLAND COUNTY, TEXAS

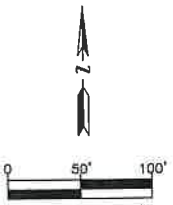
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
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O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS

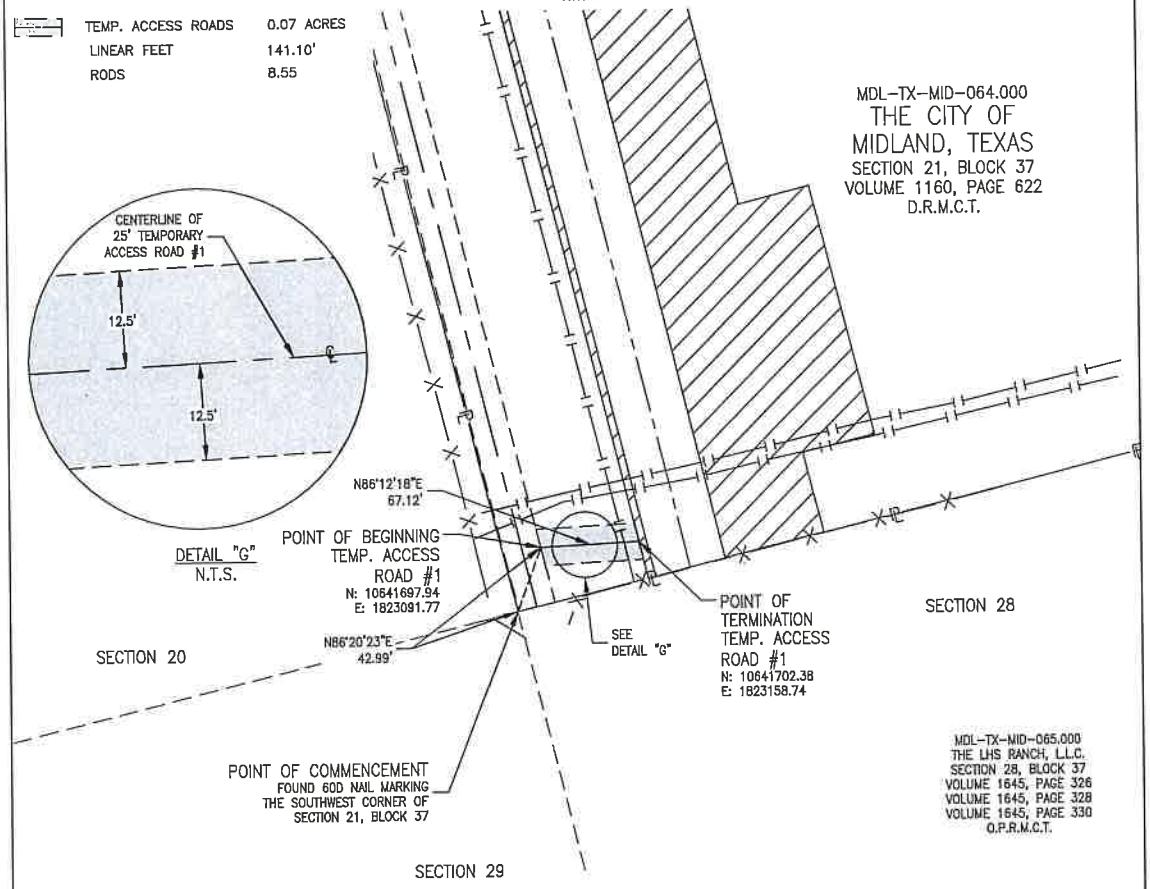
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VICINITY MAP
N.T.S.



SHEET 9 OF 11



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Walter Ballard 05/14/2025

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STATE OF TEXAS
REGISTERED
J. WALTER BALLARD
6317
PROFESSIONAL
LAND SURVEYOR

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603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-5825
FIRM LICENSE NO.
TX 10193865

NO.	DATE		RTH	CPD	JWB
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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/21/25
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-064.000

EXHIBIT "B"

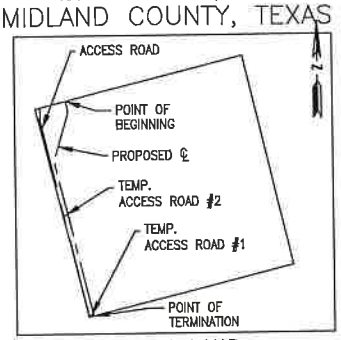
RIGHT-OF-WAY, TEMPORARY WORKSPACE, ACCESS ROAD AND TEMPORARY ACCESS ROADS LYING WITHIN AND BEING A PART OF SECTION 21, BLOCK 37, T-3-S T&P RR CO SURVEY, A-136

MIDLAND COUNTY, TEXAS

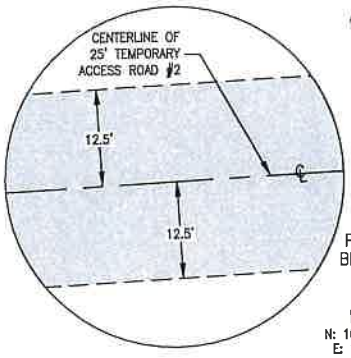
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
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FM	FARM TO MARKET
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CONC.	CONCRETE
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FND.	FOUND
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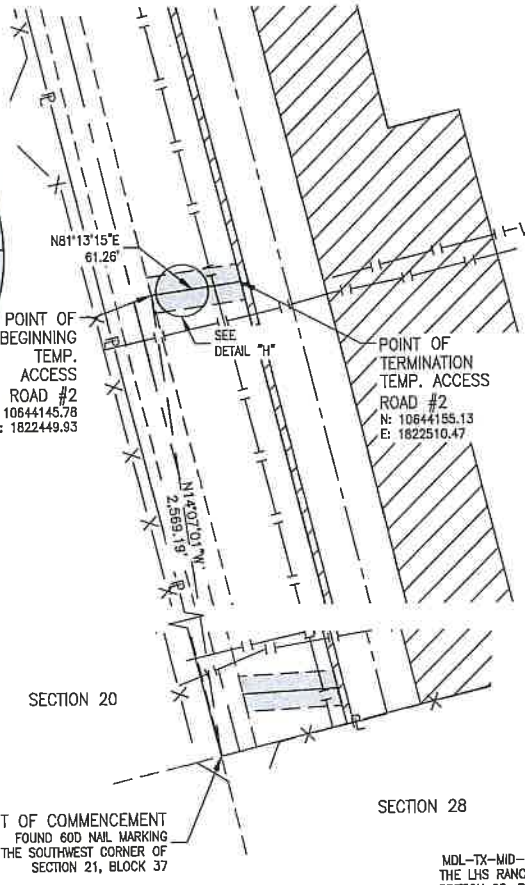
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	LINEAR FEET	141.10'
	RODS	8.55



VICINITY MAP
N.T.S.



DETAIL "H"
N.T.S.



MDL-TX-MID-064.000
THE CITY OF MIDLAND, TEXAS
SECTION 21, BLOCK 37
VOLUME 1160, PAGE 622
D.R.M.C.T.

MDL-TX-MID-065.000
THE LHS RANCH, L.L.C.
SECTION 28, BLOCK 37
VOLUME 1645, PAGE 326
VOLUME 1645, PAGE 328
VOLUME 1645, PAGE 330
O.P.R.M.C.T.



SCALE: 1" = 100'

SHEET 10 OF 11

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Walter Ballard 05/14/2025

J. WALTER BALLARD — DATE:
RPLS NO. 6317
PHONE: (318) 255-6825



HUNT, GUILLOT & ASSOCIATES, LLC
603 REYNOLDS DRIVE
RUSTON, LOUISIANA 71270
PHONE: 318-255-6825
FIRM LICENSE NO.
TX 10193865

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MIDLAND LATERAL PIPELINE
MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS — DATE 03/21/25
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PROJECT MANAGER / PROJECT ENGINEER

MDL-TX-MID-064.000

EXHIBIT "B"

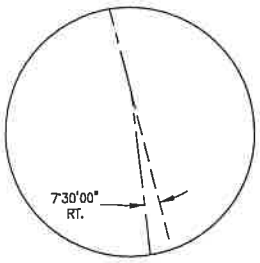
RIGHT-OF-WAY, TEMPORARY WORKSPACE,
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SECTION 21, BLOCK 37, T-3-S
T&P RR CO SURVEY, A-136
MIDLAND COUNTY, TEXAS

LEGEND

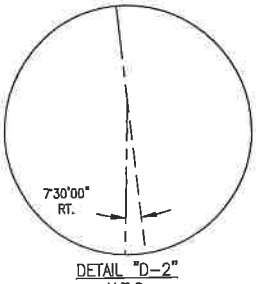
INST.	INSTRUMENT
NO.	NUMBER
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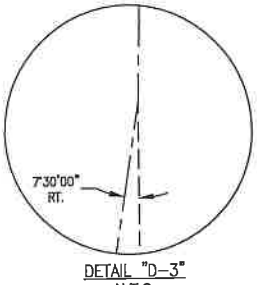
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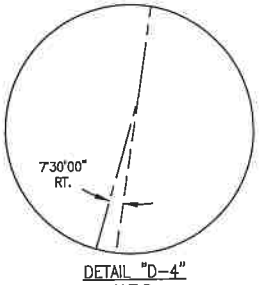
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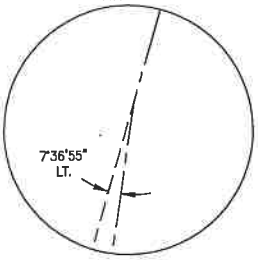
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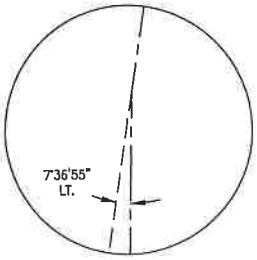
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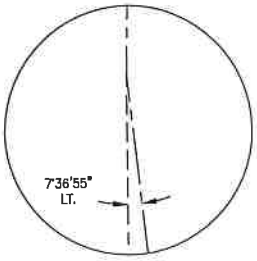
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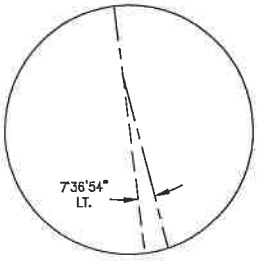
DETAIL "D-5"
N.T.S.



DETAIL "D-6"
N.T.S.



DETAIL "D-7"
N.T.S.



DETAIL "D-8"
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MIDLAND COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY SDS DATE 03/21/25 APPROVED BY
CHECKED BY CPD DATE 03/21/25
APPROVED BY JWB DATE 03/21/25 PROJECT MANAGER / PROJECT ENGINEER
PROJ. EL. 8.M24001.00.0 SCALE AS NOTED

MDL-TX-MID-064.000

EXHIBIT "A"

Written: October 2, 2025

ME-TX-MD-039.000_AR
Field Notes for Hugh Brinson Pipeline, LLC
Hugh Brinson Pipeline Project
City of Midland, Texas
1.05 Acre Access Road

GENERAL DESCRIPTION

A certain 25-foot wide tract or parcel of land situated in Section 30, Block 36, Township 3 South, T&P Railroad Company Survey, Abstract 957, Midland County, Texas and being a portion of a called 662.60 acre tract, Tract Five, Section 30, acquired by the City of Midland, Texas, as per deed recorded in Volume 20, Page 534 of the Official Public Records of Midland County, Texas, Volume 1508, Page 593 of the Official Public Records of Glasscock County, Texas and further described in the Corrected Field Notes in Volume B, Page 107 of the Deed Records of Glasscock County, Texas and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number ME-TX-MD-039.000_AR dated September 30, 2025, the centerline of which is more particularly described as follows to wit:

ACCESS ROAD CENTERLINE DESCRIPTION

COMMENCING at a found 1 inch iron pipe lying on the west line of said called 662.60 acre tract, Tract Five, Section 30, and marking the northeast corner of a called 368.78 acre tract, Section 25, acquired by Margaret Dragisic Floyd, as per deed recorded in Volume 1825, Page 402 of the Official Public Records of Midland County, Texas;

Thence proceed, South 14 degrees 03 minutes 17 seconds East, a distance of 716.35 feet to a point on the west line of said called 662.60 acre tract, Tract Five, Section 30, being common with the east line of said called 368.78 acre tract, Section 25, for the **POINT OF BEGINNING;**

Thence proceed, North 76 degrees 31 minutes 00 seconds East, a distance of 51.59 feet;

Thence proceed, North 81 degrees 44 minutes 57 seconds East, a distance of 230.69 feet;

Thence proceed, South 13 degrees 45 minutes 26 seconds East, a distance of 1,279.54 feet;

Thence proceed, South 76 degrees 06 minutes 54 seconds West, a distance of 274.44 feet to the **POINT OF TERMINATION** on the west line of said called 662.60 acre tract, Tract Five, Section 30, being common with the east line of said called 368.78 acre tract, Section 25, from which the aforementioned found 1 inch iron pipe bears North 13 degrees 19 minutes 54 seconds West, a distance of 2,019.85 feet.

The above described Access Road contains 1.05 acres and 1,836.26 linear feet or 111.29 rods.

Bearing Source: North, Bearings, Distances and Coordinates are based on UTM Zone 14, NAD 83 Datum, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000], survey performed by Hunt, Guillot & Associates, L.L.C.

I, Richard L. Walker II, Registered Professional Land Surveyor No. 5831-Texas, do hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of December, 2023.

Date: 10/03/2025

Richard L. Walker II, R.P.L.S. Texas No. 5831
Hunt, Guillot & Associates, L.L.C.
21 Rivers Drive - Suite 130
Hattiesburg, MS 39401
601-779-6805
TBPELS Firm No. 10193865

EXHIBIT "B"

ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

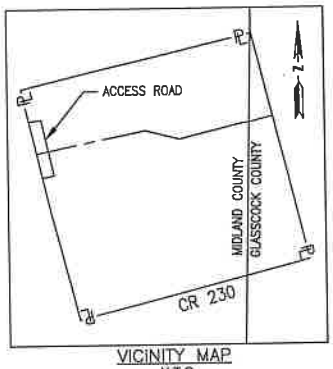
SCALE: 1" = 400'

SHEET 3 OF 3

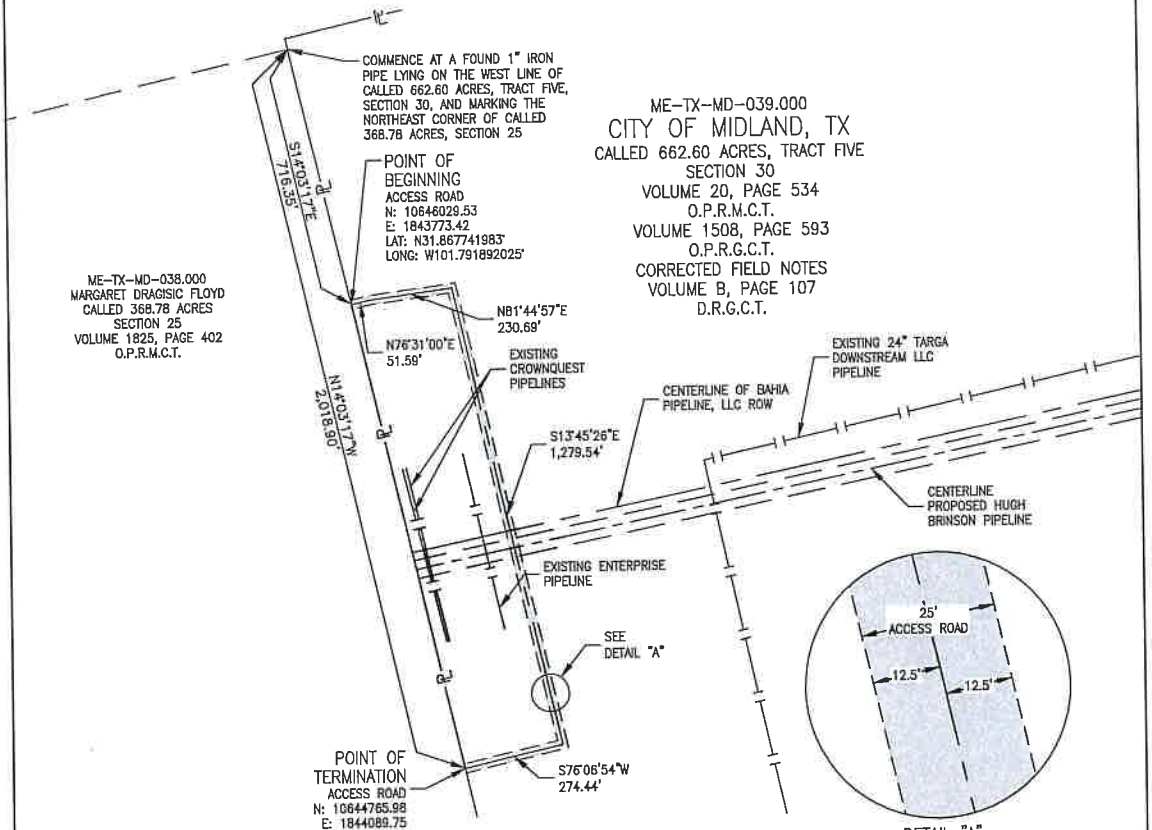
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GLASSCOCK COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GLASSCOCK COUNTY, TEXAS

	ACCESS ROAD	1.05 ACRES
	LINEAR FEET	1,836.26'
	RODS	111.29



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

NOTES:
1. NORTH, BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. THIS IS A RIGHT-OF-WAY DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. TITLE RESEARCH PERFORMED BY WOOD.
5. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.

I, RICHARD L. WALKER II, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5831-TEXAS, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF DECEMBER, 2023

10/03/2025

RICHARD L. WALKER II
RPLS NO. 5831
PHONE: (601) 779-6805
DATE:

STATE OF TEXAS
REGISTERED
RICHARD L WALKER II
5831
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
21 RIVERS DRIVE - SUITE 130
HATTIESBURG, MISSISSIPPI 39401
PHONE: 601-779-6805
FIRM LICENSE NO.
TX 10103865

NO.	DATE		DRWN	CHK'D	APP'D
C	10/03/25	RE-ISSUED FOR ACQUISITION	WCP	CPD	RLW
B	10/02/25	ISSUED FOR ACQUISITION	WCP	CPD	RLW
A	09/30/25	ISSUED FOR REVIEW	WCP	CPD	RLW

HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	WCP	DATE	09/30/25
CHECKED BY	CPD	DATE	09/30/25
APPROVED BY	RLW	DATE	09/30/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

ME-TX-MD-039.000_AR

EXHIBIT "A"

Written: January 22, 2025

ME-TX-MD-039.000
Field Notes for Hugh Brinson Pipeline, LLC
Hugh Brinson Pipeline Project
The City of Midland
6.28 Acre Right-of-Way

GENERAL DESCRIPTION

A certain 50-foot wide tract or parcel of land situated in Section 30, Block 36, Township 3 South, T&P Railroad Company Survey, Abstract 957, Midland County, Texas and T&P Railroad Company Survey, Abstract 1241, Glasscock County, Texas and being a portion of a called 662.60 acre tract, Tract Five, Section 30, acquired by The City of Midland, as per deeds recorded in Volume 20, Page 534 of the Official Public Records of Midland County, Texas, Volume 1508, Page 593 of the Official Public Records of Glasscock County, Texas and further described in Corrected Field Notes recorded in Volume B, Page 107 of the Deed Records of Glasscock County, Texas, and being shown on a plat prepared by Hunt, Guillot & Associates, L.L.C., drawing number ME-TX-MD-039.000, dated January 16, 2025, the centerline of which is more particularly described as follows to wit:

RIGHT-OF-WAY CENTERLINE DESCRIPTION

COMMENCING at a found 1 inch iron pipe lying on the west line of said called 662.60 acre tract, Tract Five, Section 30, being common with the east line of Section 25 and marking the northeast corner of a called 368.78 acre tract acquired by Jay H. Floyd, Jr., as per deed recorded in Volume 1825, Page 402 of the Official Public Records of Midland County, Texas;

Thence proceed, South 14 degrees 03 minutes 19 seconds East, along the common line of said Sections 25 and 30, a distance of 1,460.67 feet to the **POINT OF BEGINNING;**

Thence proceed, North 77 degrees 36 minutes 41 seconds East, a distance of 2,475.66 feet;

Thence proceed, North 86 degrees 28 minutes 20 seconds East, a distance of 40.01 feet;

Thence proceed, South 84 degrees 40 minutes 19 seconds East, a distance of 39.98 feet;

Thence proceed, South 75 degrees 48 minutes 57 seconds East, a distance of 712.58 feet;

Thence proceed, South 85 degrees 24 minutes 57 seconds East, a distance of 40.25 feet;

Thence proceed, North 84 degrees 59 minutes 03 seconds East, a distance of 39.98 feet;

Thence proceed, North 75 degrees 13 minutes 49 seconds East, a distance of 1,423.19 feet;

Thence proceed, North 83 degrees 42 minutes 38 seconds East, a distance of 118.84 feet;

Thence proceed, North 75 degrees 27 minutes 09 seconds East, a distance of 587.07 feet to the **POINT OF TERMINATION,** on the east line of said called 662.60 acre tract, Tract Five, Section 30, being common with the west line of a called 619.417 acre tract, Section 29, acquired by Elizabeth Diane Herrman, as per deed recorded in Volume 156, Page 266 and further described in Deed of Trust recorded in Volume 309, Page 797, both of the Official Public Records of Glasscock County, Texas, from which a found 3 inch capped iron pipe "RPLS 4077" lying on the south line of said called 662.60 acre tract, Tract Five, Section 30, bears South 12 degrees 26 minutes 57 seconds East, a distance of 3,327.34 feet.

The above described Permanent Easement contains 6.28 acres and 5,477.83 linear feet or 331.99 rods.

Bearing Source: North, Bearings, Distances and Coordinates are based on Texas State Plane Coordinate System, Central Zone, NAD 83 Datum, U.S. Survey Foot, derived from GPS Observations, processed through OPUS [NAD_83(2011)(EPOCH:2010.0000], survey performed by Hunt, Guillot & Associates, L.L.C.

I, Richard L. Walker II, Registered Professional Land Surveyor No. 5831-Texas, do hereby certify that the above field notes were prepared from an actual field survey made on the ground and under my direction and supervision within the month of December, 2023.

Date: 05/15/2025

Richard L. Walker II, R.P.L.S. Texas No. 5831
Hunt, Guillot & Associates, L.L.C.
21 Rivers Drive - Suite 130
Hattiesburg, MS 39401
601-779-6805
TBPELS Firm No. 10193865

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

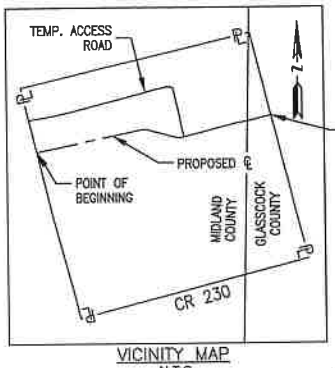
SCALE: 1" = 300'

SHEET 3 OF 8

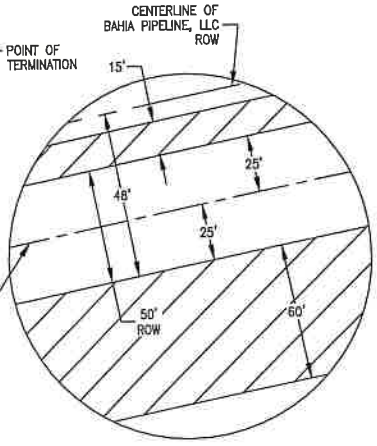
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GLASSCOCK COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GLASSCOCK COUNTY, TEXAS

	RIGHT-OF-WAY	6.28 ACRES
	TEMP. WORKSPACE	11.28 ACRES
	LINEAR FEET	5,477.83'
	RODS	331.99
	TEMP. ACCESS ROAD	2.56 ACRES
	LINEAR FEET	4,466.94'
	RODS	270.72



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

COMMENCE AT A FOUND 1" IRON PIPE LYING ON THE WEST LINE OF CALLED 662.60 ACRES, TRACT FIVE, SECTION 30, THE EAST LINE OF SECTION 25, AND MARKING THE NORTHEAST CORNER OF CALLED 368.78 ACRES

SEE SHEET 6 THROUGH 7 FOR TEMP. ACCES ROAD DETAILS

ME-TX-MD-039.000
THE CITY OF MIDLAND
CALLED 662.60 ACRES, TRACT FIVE
SECTION 30
VOLUME 20, PAGE 534
O.P.R.M.C.T.
VOLUME 1508, PAGE 593
O.P.R.G.C.T.
CORRECTED FIELD NOTES
VOLUME B, PAGE 107
D.R.G.C.T.

S14°03'19"E
1,460.67'

N77°36'41"E
2,475.66'
(CONTINUED ON SHEET 4)

MATCHLINE "A"

EXISTING TARGA PIPELINE

EXISTING CROWNQUEST PIPELINES

EXISTING ENTERPRISE PIPELINE

CENTERLINE OF BAHIA PIPELINE, LLC ROW

TWS #2
1.21 ACRES

TWS #1
10.07 ACRES

ME-TX-MD-038.000
JAY H. FLOYD, JR.
CALLED 368.78 ACRES
SECTION 25
VOLUME 1825, PAGE 402
O.P.R.M.C.T.

15' X 2,514'

60' X 1,565'

60' X 319'

110' X 150'

110' X 272'

60' X 17'

SEE DETAIL "A"

CENTERLINE OF ROW

EXISTING TARGA PIPELINE

POINT OF BEGINNING
C/L OF ROW
N: 10645307.51
E: 1843954.18

NOTES:
1. NORTH, BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION ON DEEDS SUPPLIED BY CLIENT.
3. THIS IS A RIGHT-OF-WAY DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. TITLE RESEARCH PERFORMED BY WOOD.
5. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID RIGHT-OF-WAY LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.
7. THIS PLAT DETAILS A SINGLE 42" PIPELINE AND ITS RIGHT-OF-WAY. SAID PIPELINE TO CARRY NATURAL GAS.

I, RICHARD L. WALKER II, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5831-TEXAS, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF DECEMBER, 2023

05/15/2025
RICHARD L. WALKER II — DATE:
RPLS NO. 5831
PHONE: (601) 779-6805

STATE OF TEXAS
REGISTERED
RICHARD L WALKER II
5831
PROFESSIONAL
LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
21 RIVERS DRIVE - SUITE 130
HATTIESBURG, MISSISSIPPI 39401
PHONE: 601-779-6805
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
D	05/15/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	RLW
C	04/22/25	RE-ISSUED FOR REVIEW	RTH	CPD	RLW
B	02/18/25	ISSUED FOR ACQUISITION	DCL	CPD	RLW
A	01/16/25	ISSUED FOR REVIEW	JWH	CPD	RLW

HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH DATE 01/16/25
CHECKED BY CPD DATE 01/16/25
APPROVED BY RLW DATE 01/16/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

ME-TX-MD-039.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

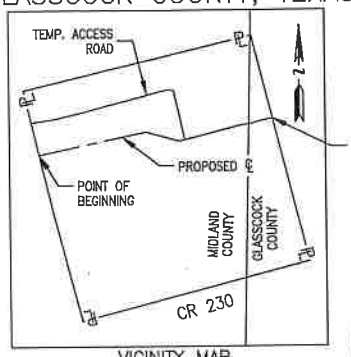
SCALE: 1" = 300'

SHEET 4 OF 8

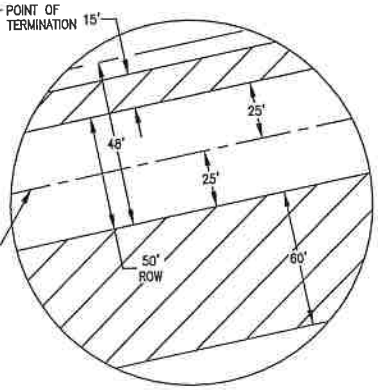
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GLASSCOCK COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GLASSCOCK COUNTY, TEXAS

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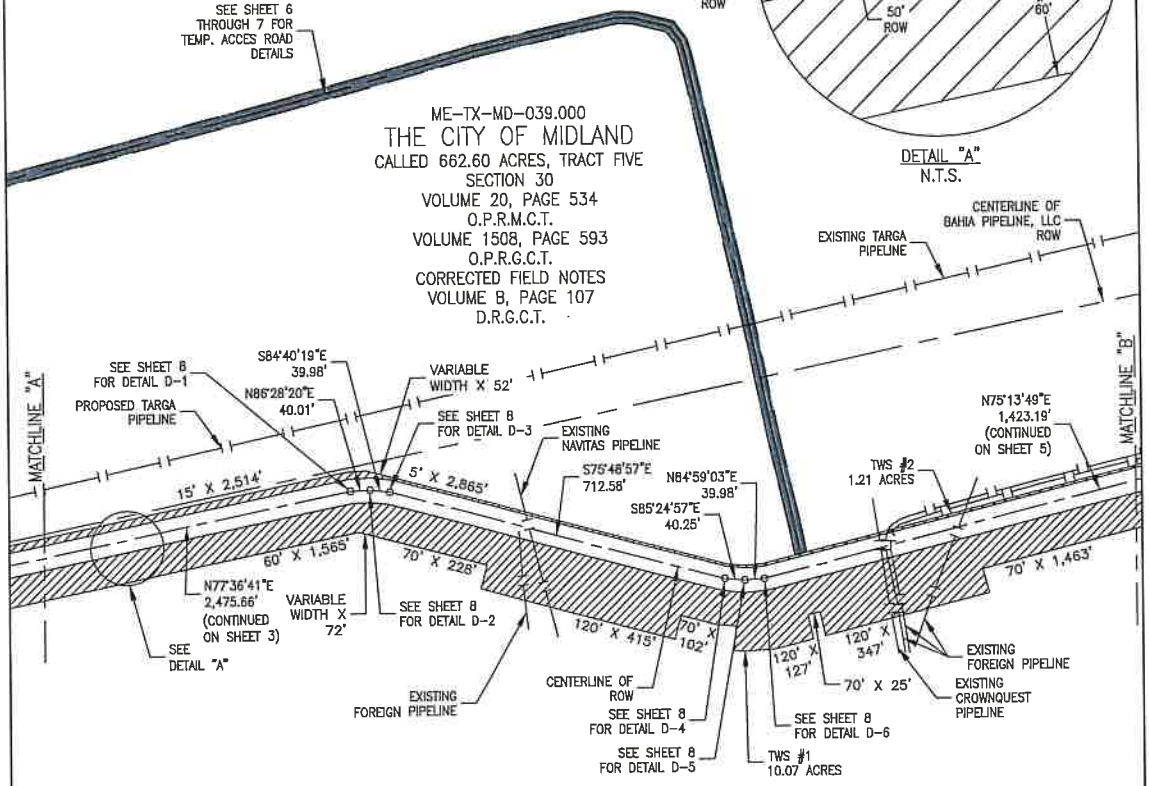
VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

SEE SHEET 6 THROUGH 7 FOR TEMP. ACCES ROAD DETAILS

ME-TX-MD-039.000
THE CITY OF MIDLAND
CALLED 662.60 ACRES, TRACT FIVE
SECTION 30
VOLUME 20, PAGE 534
O.P.R.M.C.T.
VOLUME 1508, PAGE 593
O.P.R.G.C.T.
CORRECTED FIELD NOTES
VOLUME B, PAGE 107
D.R.G.C.T.



NOTES:
1. NORTH, BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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I, RICHARD L. WALKER II, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5831-TEXAS, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES WERE PREPARED FROM AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND UNDER MY DIRECTION AND SUPERVISION WITHIN THE MONTH OF DECEMBER, 2023

05/15/2025
RICHARD L. WALKER II — DATE:
RPLS NO. 5831
PHONE: (601) 779-6805

STATE OF TEXAS REGISTERED RICHARD L WALKER II 5831 PROFESSIONAL LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
21 RIVERS DRIVE - SUITE 130
HATTIESBURG, MISSISSIPPI 39401
PHONE: 601-779-6805
FIRM LICENSE NO. TX 10193885

NO.	DATE		DRAWN	CHK'D	APP'D
D	05/15/25	RE-ISSUED FOR ACQUISITION	RTH	CPD	RLW
C	04/22/25	RE-ISSUED FOR REVIEW	RTH	CPD	RLW
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A	01/16/25	ISSUED FOR REVIEW	JWH	CPD	RLW

HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH — DATE 01/16/25
CHECKED BY CPD — DATE 01/16/25
APPROVED BY RLW — DATE 01/16/25
PROJ. ID 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

ME-TX-MD-039.000

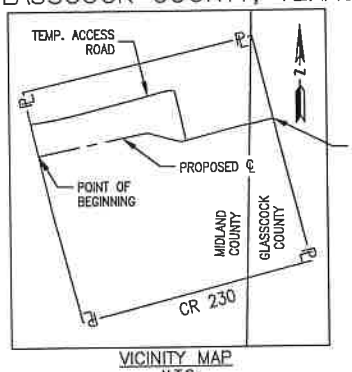
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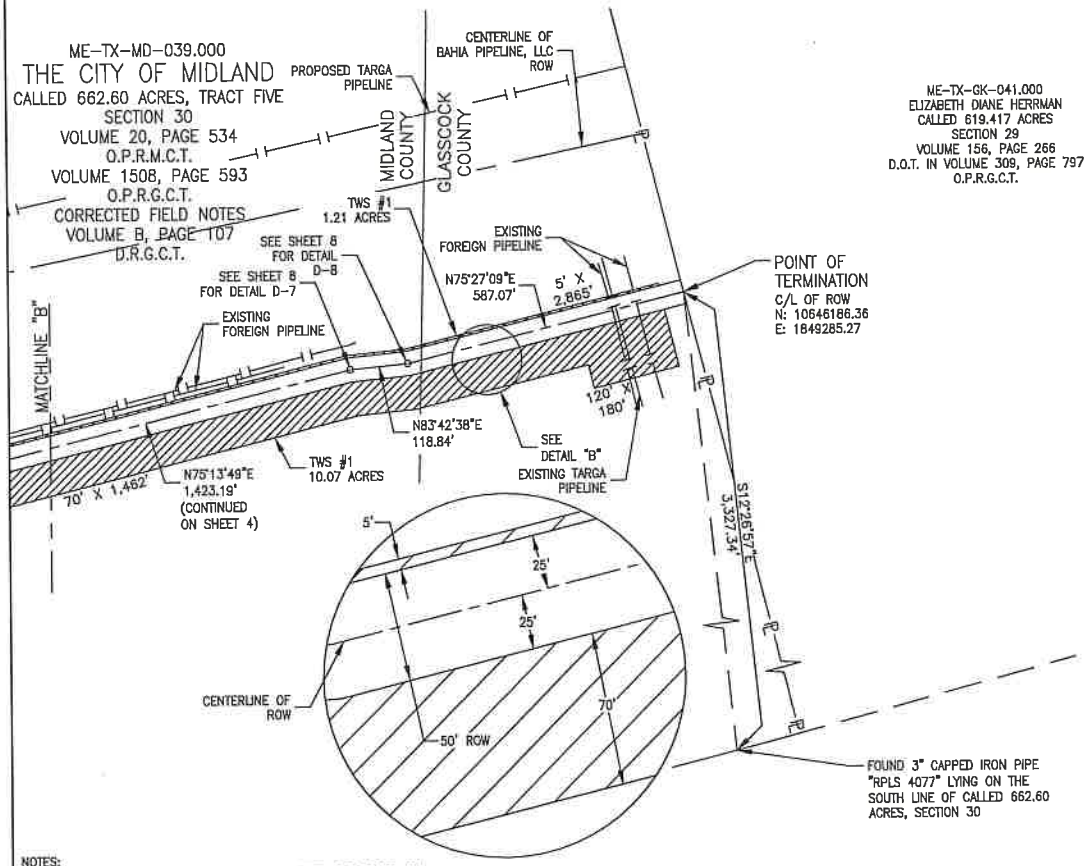
LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
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PROP.	PROPOSED
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CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A	ABSTRACT
D.R.M.C.T.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GLASSCOCK COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GLASSCOCK COUNTY, TEXAS

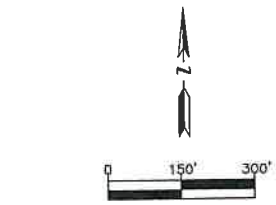
	RIGHT-OF-WAY	6.28 ACRES
	TEMP. WORKSPACE	11.28 ACRES
	LINEAR FEET	5,477.83'
	RODS	331.99
	TEMP. ACCESS ROAD	2.56 ACRES
	LINEAR FEET	4,466.94'
	RODS	270.72



VICINITY MAP
N.T.S.



DETAIL "B"
N.T.S.



SHEET 5 OF 8

NOTES:
1. NORTH, BEARINGS, DISTANCES AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM, U.S. SURVEY FOOT, DERIVED FROM GPS OBSERVATIONS, PROCESSED THROUGH OPUS [NAD_83(2011)(EPOCH:2010.0000)] SURVEY PERFORMED BY HUNT, GUILLOT & ASSOCIATES, LLC.
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05/15/2025
DATE:

RICHARD L. WALKER II
RPLS NO. 5831
PHONE: (601) 779-6805

STATE OF TEXAS REGISTERED RICHARD L WALKER II 5831 PROFESSIONAL LAND SURVEYOR

HUNT, GUILLOT & ASSOCIATES, LLC
21 RIVERS DRIVE - SUITE 130
HATTIESBURG, MISSISSIPPI 39401
PHONE: 601-779-6805
FIRM LICENSE NO.
TX 10193865

NO.	DATE		DRWN	CHK'D	APP'D
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A	01/16/25	ISSUED FOR REVIEW	JWH	CPD	RLW

HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY	JWH	DATE	01/16/25
CHECKED BY	CPD	DATE	01/16/25
APPROVED BY	RLW	DATE	01/16/25
PROJ. ID.	8.M24001.00.0	SCALE	AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

ME-TX-MD-039.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

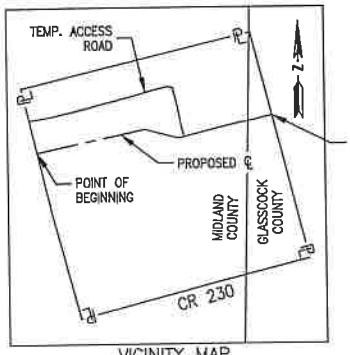
SCALE: 1" = 500'

SHEET 6 OF 8

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
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VICINITY MAP
N.T.S.

ME-TX-MD-039.000
THE CITY OF MIDLAND
CALLED 662.60 ACRES, TRACT FIVE
SECTION 30
VOLUME 20, PAGE 534
O.P.R.M.C.T.
VOLUME 1508, PAGE 593
O.P.R.G.C.T.
CORRECTED FIELD NOTES
VOLUME B, PAGE 107
D.R.G.C.T.

COMMENCE AT A FOUND 1" IRON PIPE LYING ON THE WEST LINE OF CALLED 662.60 ACRES, TRACT FIVE, SECTION 30, THE EAST LINE OF SECTION 25, AND MARKING THE NORTHEAST CORNER OF CALLED 368.78 ACRES

S14°03'19"E 716.35'

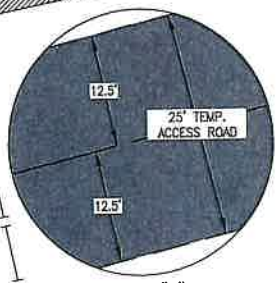
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16

SEE DETAIL "C"

POINT OF BEGINNING
TEMP. ACCESS ROAD
N: 10646029.54
E: 1843773.41

POINT OF TERMINATION
TEMP. ACCESS ROAD
N: 10645713.85
E: 1847297.77

ME-TX-MD-038.000
JAY H. FLOYD, JR.
CALLED 368.78 ACRES
N1/2 AND N 402 FEET OF S1/2
SECTION 25
VOLUME 1825, PAGE 402
O.P.R.M.C.T.



DETAIL "C"
N.T.S.

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HUGH BRINSON PIPELINE
MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

HUGH BRINSON PIPELINE, LLC

DRAWN BY JWH DATE 01/16/25
CHECKED BY CPD DATE 01/16/25
APPROVED BY RLW DATE 01/16/25
PROJ. ID. 8.M24001.00.0
SCALE AS NOTED

APPROVED BY
PROJECT MANAGER / PROJECT ENGINEER

ME-TX-MD-039.000

EXHIBIT "B"

RIGHT-OF-WAY, TEMPORARY WORKSPACE AND
TEMPORARY ACCESS ROAD
LYING WITHIN AND BEING A PART OF
SECTION 30, BLOCK 36, T-3-S
T&P R.R. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
T&P R.R. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

LEGEND

INST.	INSTRUMENT
NO.	NUMBER
℄	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT OF WAY
HWY.	HIGHWAY
CR	COUNTY ROAD
FM	FARM TO MARKET
PROP.	PROPOSED
TWS	TEMPORARY WORK SPACE
TEMP.	TEMPORARY
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FND.	FOUND
A	ABSTRACT
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TEMP. ACCESS ROAD TABLE		
LINE #	DIRECTION	LENGTH
L1	N76°30'58"E	51.59'
L2	N81°44'55"E	227.70'
L3	N79°15'49"E	234.62'
L4	N76°30'16"E	558.41'
L5	N75°00'47"E	1,452.48'
L6	N73°50'33"E	415.56'
L7	N76°49'08"E	301.37'
L8	S89°20'30"E	36.26'
L9	S76°15'28"E	76.92'
L10	S37°06'20"E	38.36'
L11	S16°48'50"E	30.73'
L12	S13°20'11"E	194.04'
L13	S13°11'13"E	350.00'
L14	S12°29'52"E	251.29'
L15	S13°48'46"E	170.17'
L16	S12°44'23"E	77.44'

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GLASSCOCK COUNTY, TEXAS

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SCALE: AS NOTED
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EXHIBIT "B"

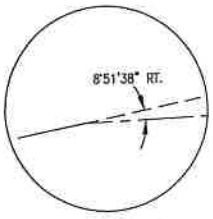
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LEGEND

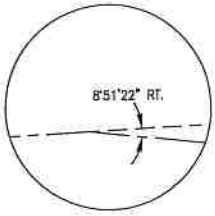
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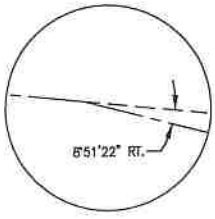
DEFLECTION ANGLE DETAILS



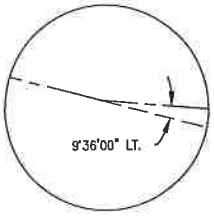
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N.T.S.



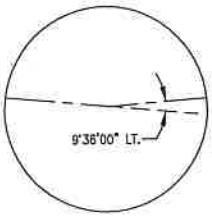
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N.T.S.



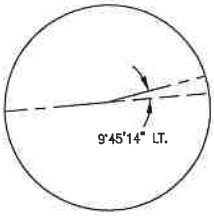
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N.T.S.



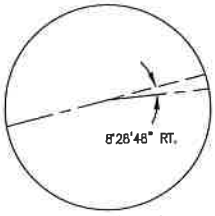
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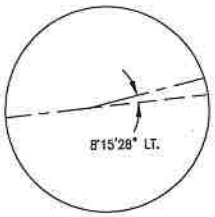
DETAIL "D-5"
N.T.S.



DETAIL "D-6"
N.T.S.



DETAIL "D-7"
N.T.S.



DETAIL "D-8"
N.T.S.

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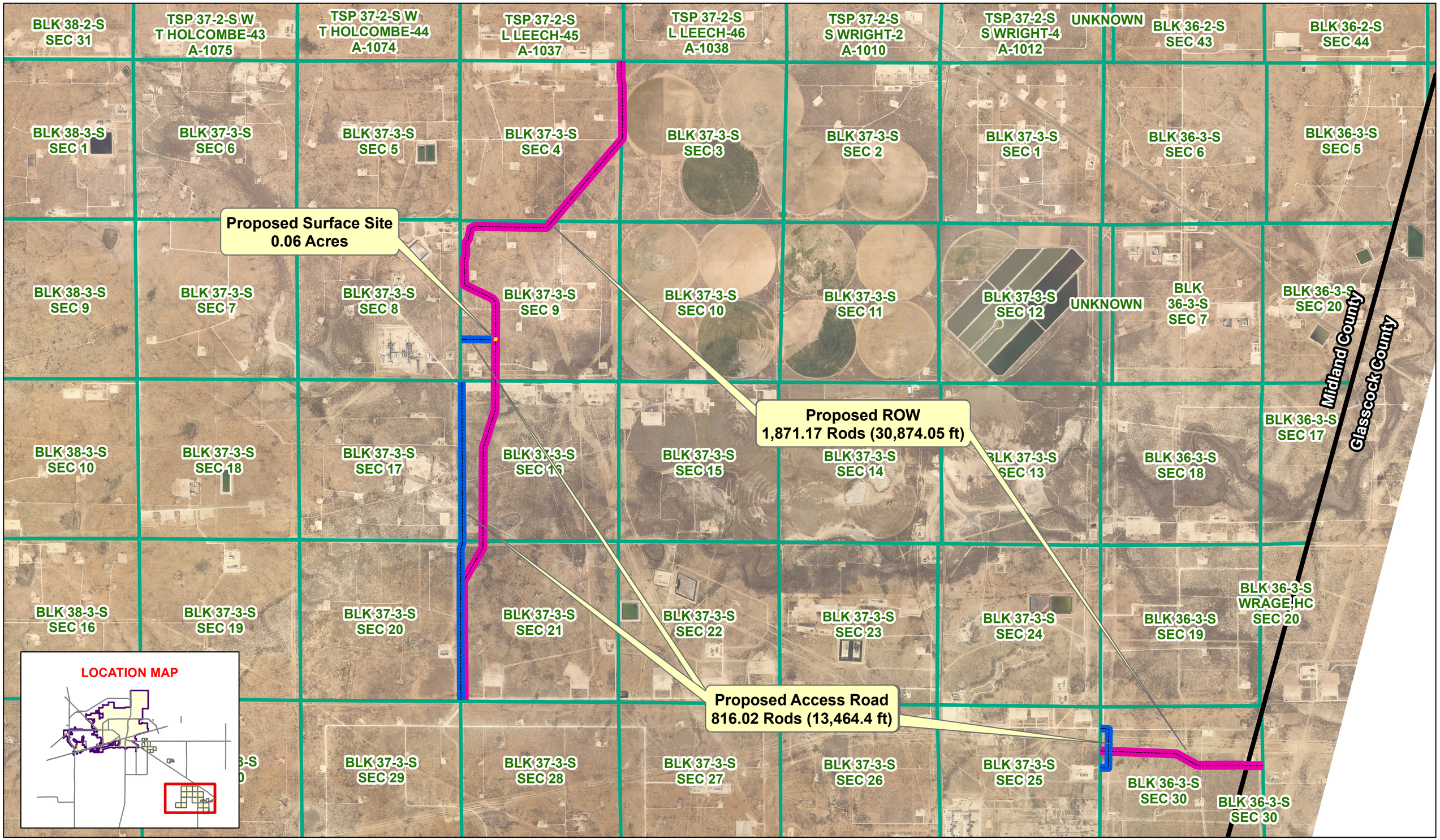
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MIDLAND COUNTY, TEXAS
GLASSCOCK COUNTY, TEXAS

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Date: 4/2/2026

- Proposed Surface Site
- Proposed ROW
- Proposed Access Road
- County Boundary
- Survey Section

Hugh Brinson Pipeline, LLC
Proposed ROW, Access Road and Surface Site

N W E S

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2026
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 ON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

9/15/2026

DATE (MM/DD/YYYY) 9/24/2025

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

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

PRODUCER	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538
INSURED 1435373	Hugh Brinson Pipeline, LLC 1300 Main Street Houston TX 77002

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : ACE American Insurance Company	22667
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22421054 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MWZY 59829 25	9/15/2025	9/15/2026	EACH OCCURRENCE	$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 10,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ See Below
								$
A A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] MCS-90	Y	Y	MWTB 21711 25 MWZX 315003 25	9/15/2025 9/15/2025	9/15/2026 9/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	MWZX 314235 25	9/15/2025	9/15/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C72798090 SCF C72798107 (MO, NC, OK, PA, WI)	9/15/2025 9/15/2025	9/15/2026 9/15/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 10,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 10,000,000
							E.L. DISEASE - POLICY LIMIT	$ 10,000,000
B	*Excess Workers Compensation (OH)	Y	Y	WCU C72798119	9/15/2025	9/15/2026	EL Each Acc $10MM EL Disease-Policy Lim $10MM EL Disease-Each Empl $10MM	

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

EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

22421054

City of Midland Texas
P.O. Box 1152
Midland TX 79702

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

City Council Meeting

Item Number: 22.
Meeting Date: April 28, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-015) BETWEEN THE CITY OF MIDLAND AND ET-S PERMIAN PIPELINE COMPANY LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 8 AND 9, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:

This ROW License will provide the applicant a 30’ wide right of way for an eight-inch (8”) steel, common carrier crude oil pipeline with 1 above-ground valve site. This pipeline will service new mineral production in the area. The applicant will have access to existing roads on this portion of Plant Farm Property.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended Action:
APPROVE

Fiscal Impact:
Application fee (one time): $1,000

Full ten-year term paid in advance:
Pipeline: ($280.00 per rod x 557.05 rods.) $155,974.00
1 Surface area, .0574 acres: ($0.30 x 2,500 sq. ft.) $750.00

Total Collected: $157,724.00

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This pipeline will be buried forty-eight inches (48) deep and does not interfere with the City Plant Farm operations.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and are on file.

City Secretary to record the completed License Agreement

Attachments:
A. ET-S Permian Pipeline Company ROW LLC ROW License 26-329-015
B. Exhibit A
C. council map PXDBrooks_38Hwell_031626
D. ET-SPermian COI for City of Midland

John Simmons, Utilities	Created/Initiated - 4/15/2026
Carl Craigo, City Secretary	Approved - 4/17/2026
Alma McCammond, Utilities	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	April 29, 2026
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**ET-S Permian Pipeline Company LLC**
Licensee's Representative:	**Kevin Taliaferro**
Licensee's Mailing Address:	1300 Main Street Houston, Texas 77002
Property:	As described in Article III below
License Number:	**26-329-015**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the

breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of ONE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED TWENTY-FOUR and No/100 Dollars ($156,724.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty-five (55) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel pipeline, not to exceed eight (8) inches in diameter, for the transportation of crude oil, a surface site not to exceed .0574 acres, and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to thirty (30) feet after construction is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline and other permitted facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and

roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely

closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any portion of Licensee's pipeline or other permitted facilities, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation

payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or it's representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

B. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE,

LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF PORTIONS OR ENTIRETY OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED

OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE

CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE

AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of

governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by

law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a

recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

[Signature Page Follows]

LICENSEE:
ET-S PERMIAN PIPELINE COMPANY LLC

By: Kevin Taliaferro
Printed Name: Kevin Taliaferro
Title: Senior Director – Land and Right of Way

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

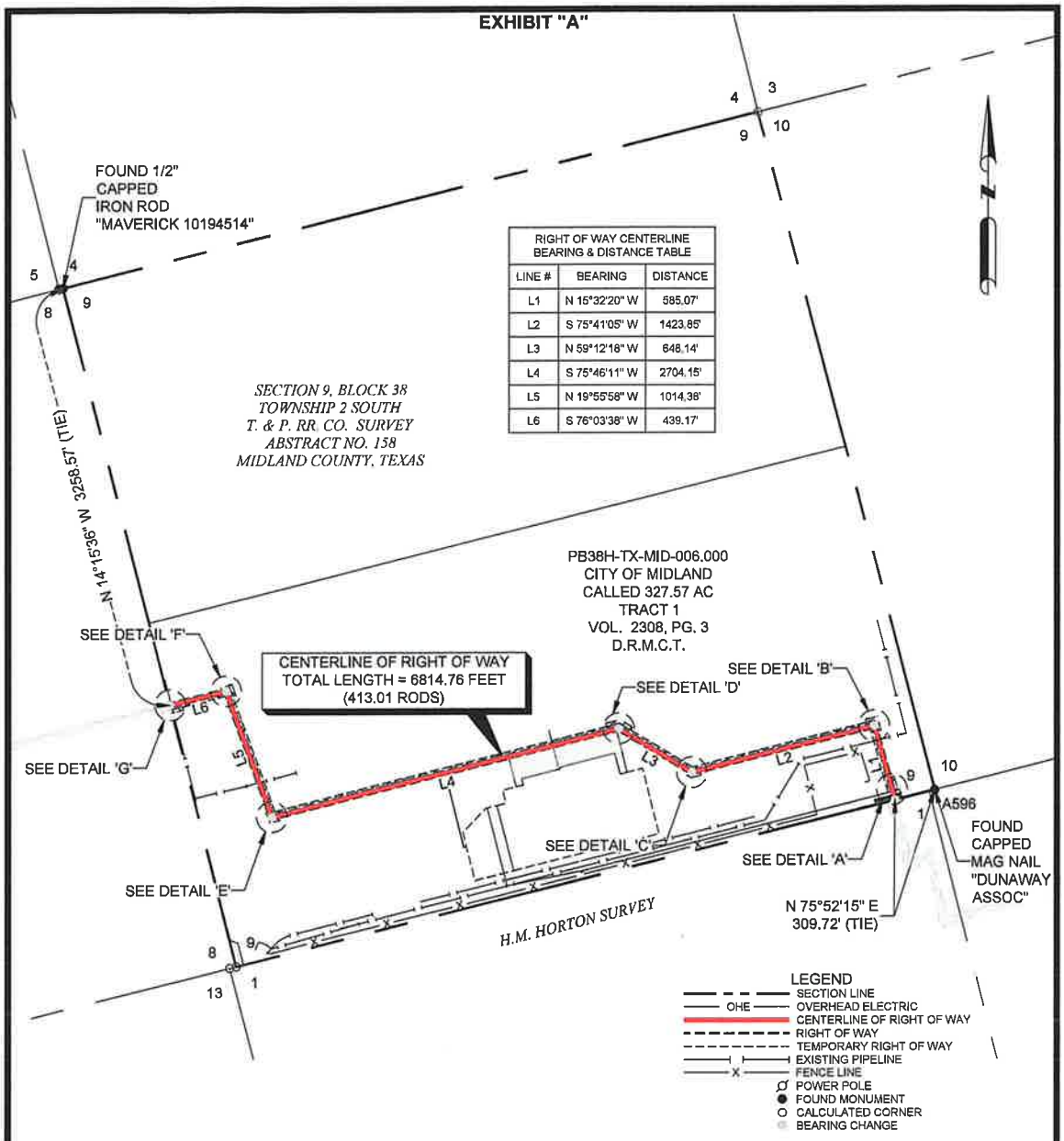
BEFORE ME, the undersigned authority, on this 14th day of April, 2026 personally appeared Kevin Taliaferro an officer of ET-S Permian Pipeline Company LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of April, 2026.

N B Staley
My Commission Expires
1/14/2029
Notary ID126369829

N.B. Staley
Notary Public, State of Texas

EXHIBIT "A"



RIGHT OF WAY CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 15°32'20" W	585.07'
L2	S 75°41'05" W	1423.85'
L3	N 59°12'18" W	648.14'
L4	S 75°46'11" W	2704.15'
L5	N 19°55'58" W	1014.38'
L6	S 76°03'38" W	439.17'

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY 4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

03/11/2026

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1160 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

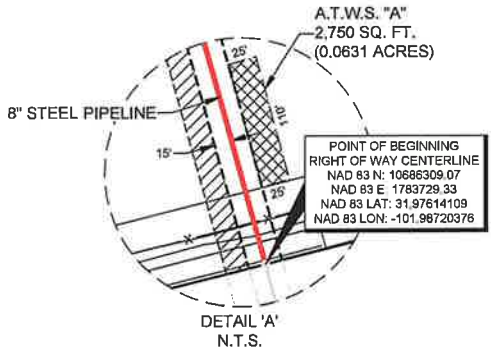
THE CITY OF MIDLAND

PROPOSED RIGHT OF WAY CENTERLINE

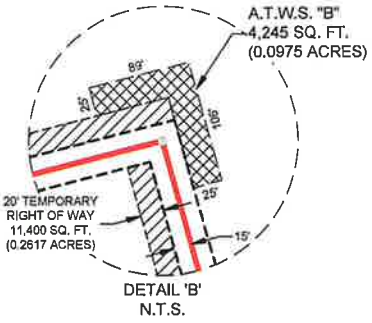
SITUATED IN
SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 158
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/03/26	DWG. NO. 25486_PB38H-TX-MID-006.000	REV. 0
CHECKED BY: APB	DATE: 03/03/26		
SCALE: 1"=1000'	PAGE 1 OF 3		

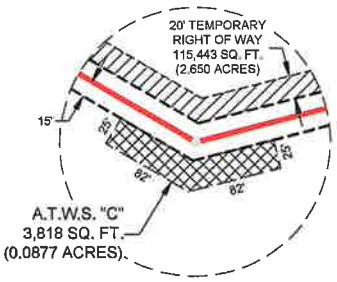
EXHIBIT "A"



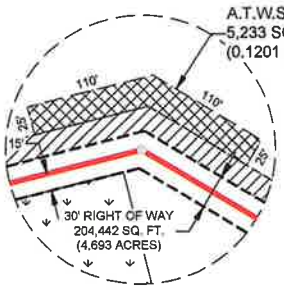
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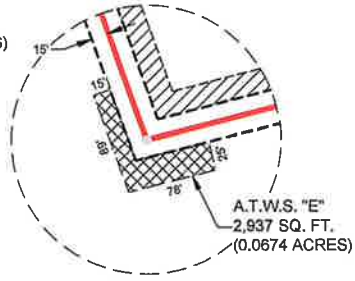
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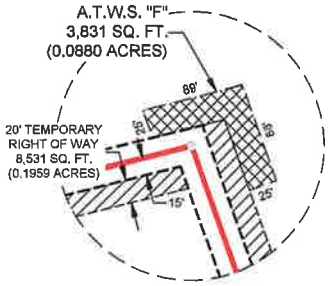
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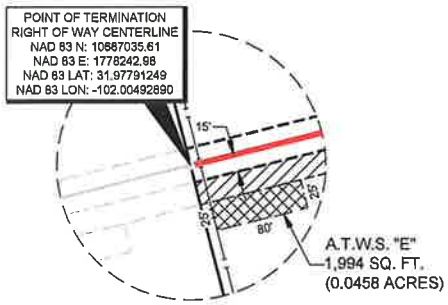
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N.T.S.



DETAIL 'E'
N.T.S.



DETAIL 'F'
N.T.S.



DETAIL 'G'
N.T.S.

LEGEND

- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- CENTERLINE OF RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
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(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
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DRAWN BY: NH	DATE: 03/03/26	DWG. NO. 25486_PB38H-TX-MID-006.000	REV. 0
CHECKED BY: APB	DATE: 03/03/26		
SCALE: 1"=1000'	PAGE 2 OF 3		

EXHIBIT "A"

CENTERLINE DESCRIPTION

BEING THE CENTERLINE OF A PROPOSED PIPELINE RIGHT OF WAY SITUATED IN SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 158, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10686309.07, E: 1783729.33) IN THE SOUTH BOUNDARY LINE OF SAID SECTION 9, FROM WHICH A MAG NAIL CAPPED "DUNAWAY ASSOC" FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS N 75°52'15" E, A DISTANCE OF 309.72 FEET (TIE);

THENCE N 15°32'20" W, A DISTANCE OF 585.07 FEET TO A POINT;
THENCE S 75°41'05" W, A DISTANCE OF 1423.85 FEET TO A POINT;
THENCE N 59°12'18" W, A DISTANCE OF 648.14 FEET TO A POINT;
THENCE S 75°46'11" W, A DISTANCE OF 2704.15 FEET TO A POINT;
THENCE N 19°55'58" W, A DISTANCE OF 1014.38 FEET TO A POINT;

THENCE S 76°03'38" W, A DISTANCE OF 439.17 FEET TO THE **POINT OF TERMINATION** (N: 10687035.61, E: 1778242.98) OF SAID CENTERLINE, AT A POINT IN THE WEST BOUNDARY LINE OF SAID SECTION 9, FROM WHICH A 1/2" CAPPED IRON ROD "MAVERICK 10194514" FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 9 BEARS N 14°15'36" W, A DISTANCE OF 3258.57 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 6814.76 FEET OR 413.01 RODS IN SAID SECTION 9.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1160 ~ Fax (817) 529-1161

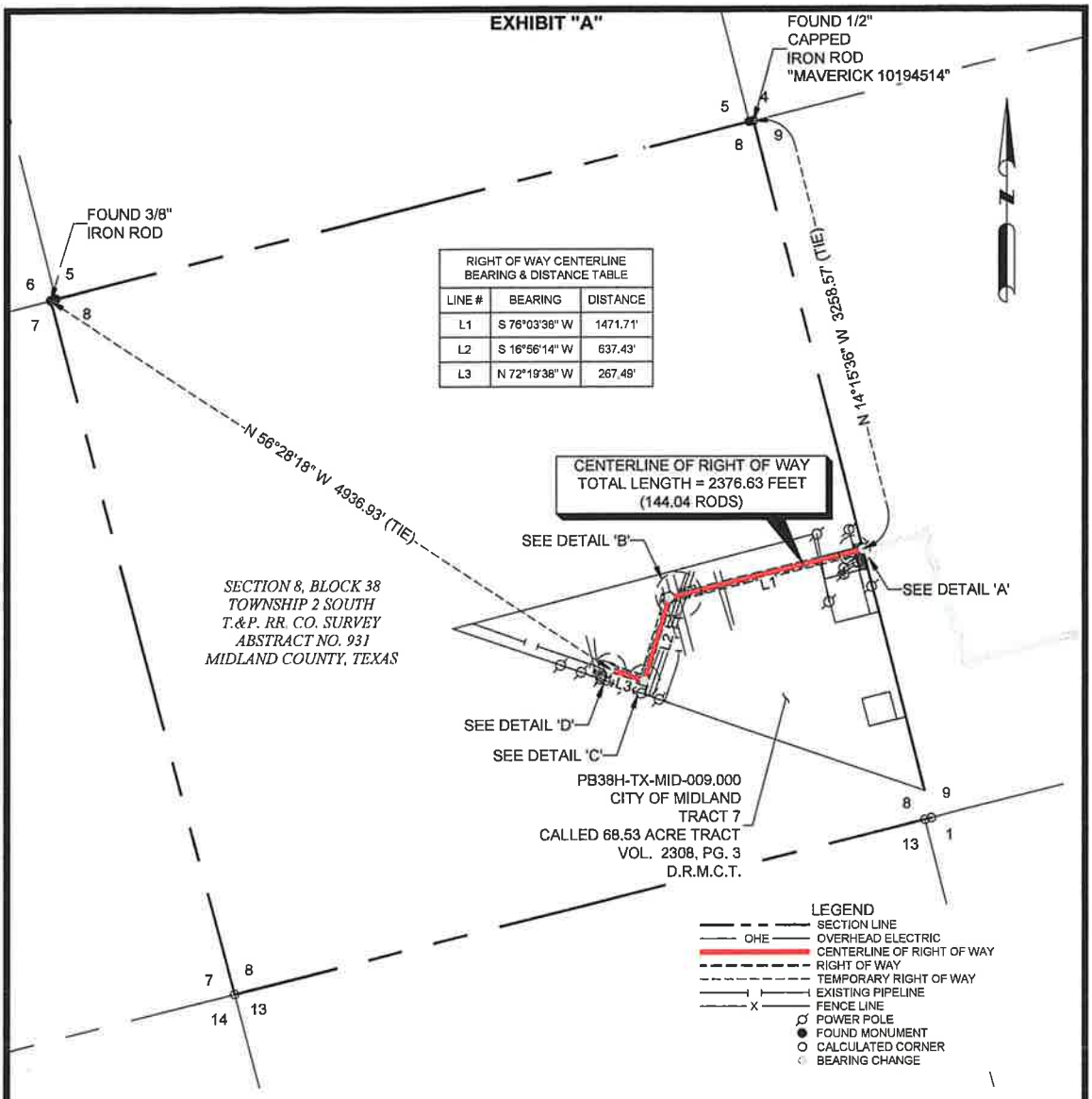
ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT
THE CITY OF MIDLAND
PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 158
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/03/26	DWG. NO. 25486_PB38H-TX-MID-006.000	REV. 0
CHECKED BY: APB	DATE: 03/03/26		
SCALE: 1"=1000'	PAGE 3 OF 3		

EXHIBIT "A"



RIGHT OF WAY CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	S 76°03'36" W	1471.71'
L2	S 16°56'14" W	637.43'
L3	N 72°19'38" W	267.49'

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

03/11/2026

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

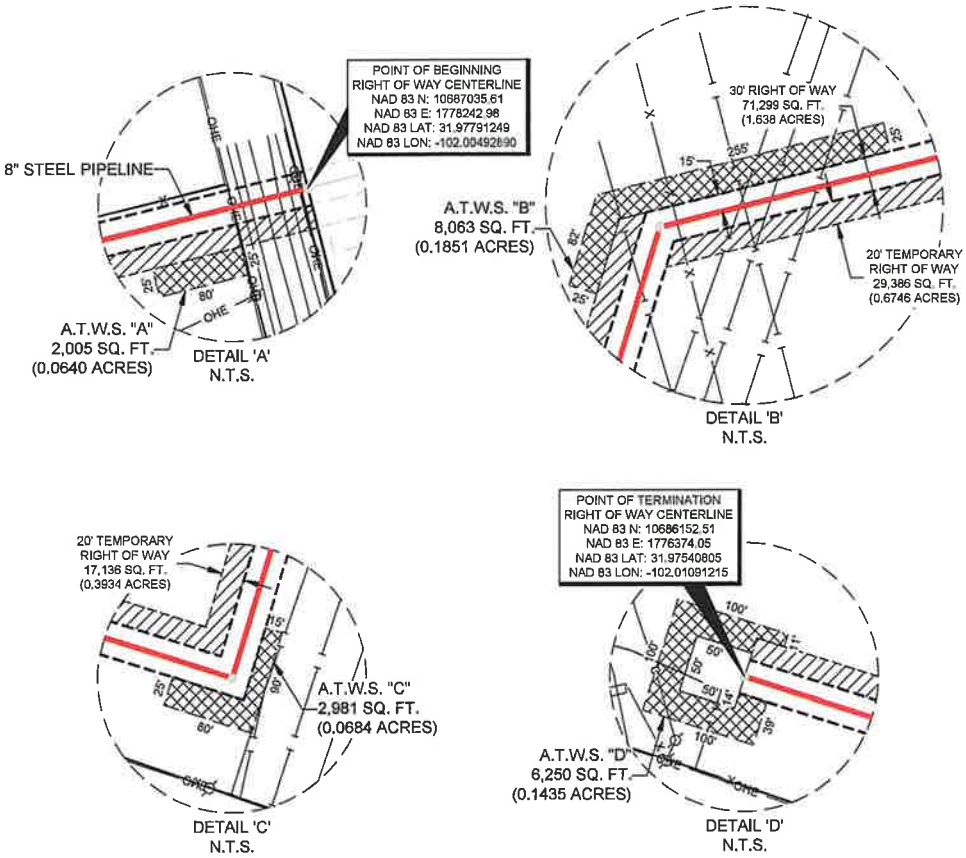
THE CITY OF MIDLAND

PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-009.000	REV. 0
CHECKED BY: APB	DATE: 03/04/26		
SCALE: 1"=1000'	PAGE 1 OF 3		

EXHIBIT "A"



LEGEND

- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- CENTERLINE OF RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 831
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-009.000	REV. 0
CHECKED BY: APB	DATE: 03/04/26		
SCALE: 1"=1000'	PAGE 2 OF 3		

EXHIBIT "A"

CENTERLINE DESCRIPTION

RIGHT OF WAY CENTERLINE

BEING THE CENTERLINE OF A PROPOSED PIPELINE RIGHT OF WAY SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10687035.61, E: 1778242.98) IN THE EAST BOUNDARY LINE OF SAID SECTION 8, FROM WHICH A 1/2" CAPPED IRON ROD "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 14°15'36" W, A DISTANCE OF 3258.57 FEET (TIE);

THENCE S 76°03'38" W, A DISTANCE OF 1471.71 FEET TO A POINT;
THENCE S 16°56'14" W, A DISTANCE OF 637.43 FEET TO A POINT;

THENCE N 72°19'38" W, A DISTANCE OF 267.49 FEET TO THE **POINT OF TERMINATION** (N: 10686152.51, E: 1776374.05) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 56°28'18" W, A DISTANCE OF 4936.93 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 2376.63 FEET OR 144.04 RODS IN SAID SECTION 8.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

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PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

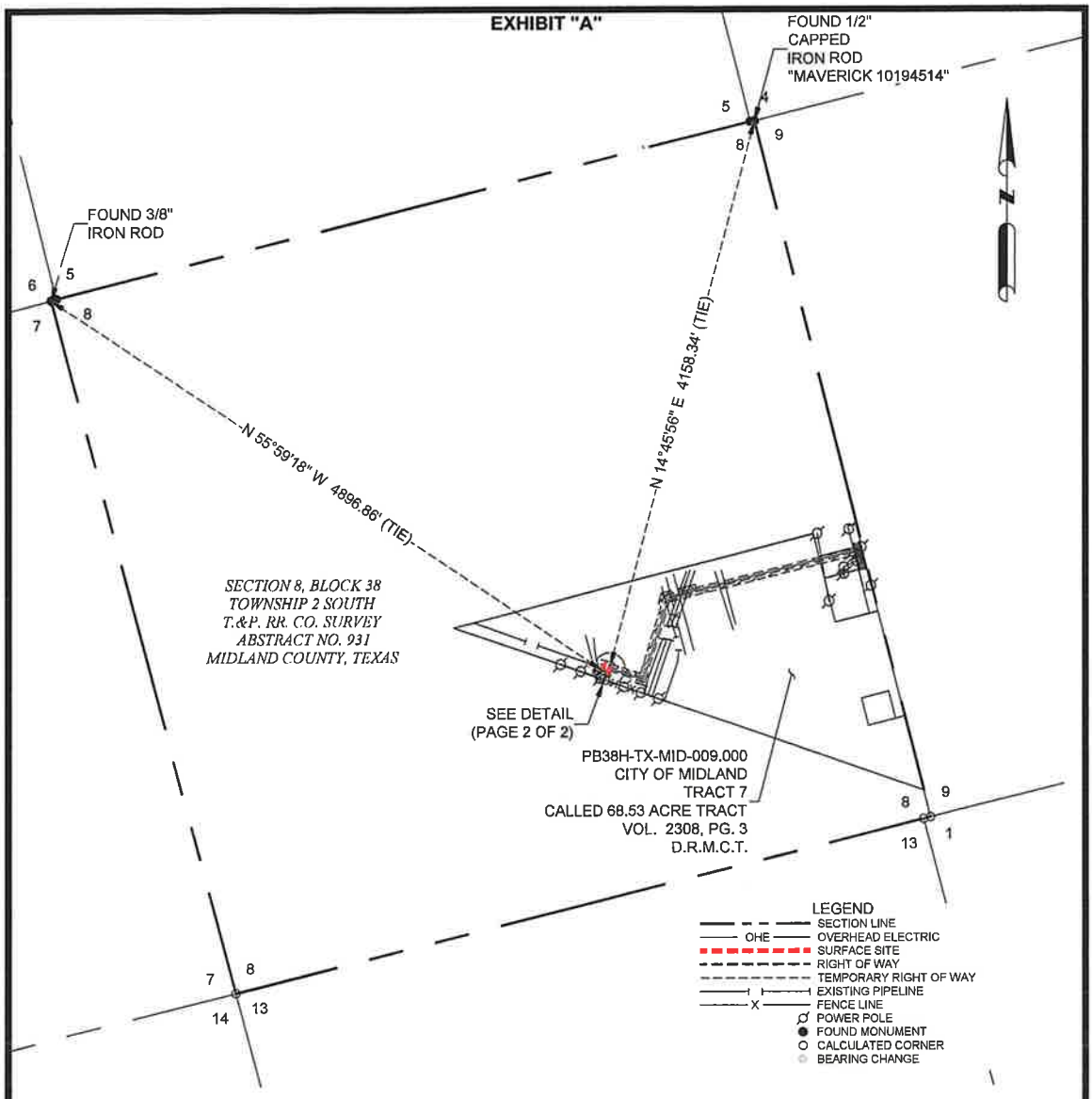
ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT
THE CITY OF MIDLAND
PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-000.000	REV. 0
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SCALE: 1"=1000'	PAGE 3 OF 3		

EXHIBIT "A"



THE POINT OF BEGINNING IS LOCATED APPROXIMATELY 4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

03/11/2026

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

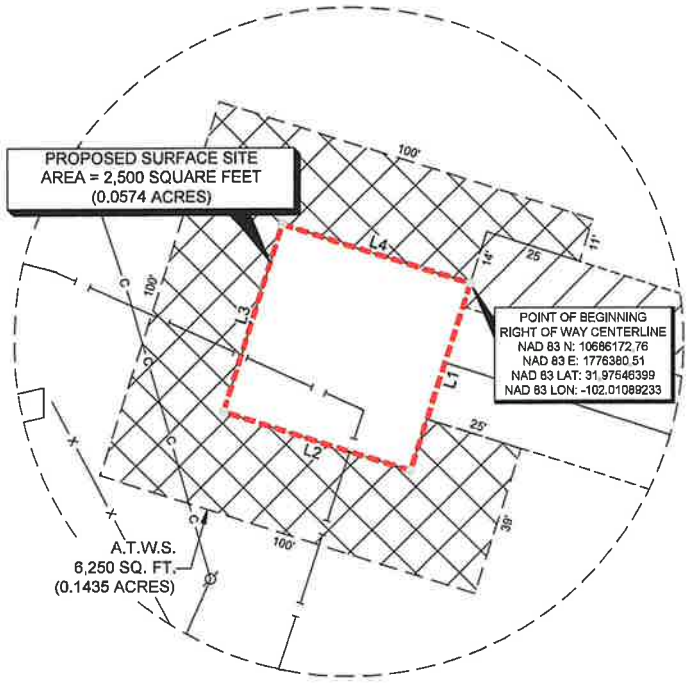
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1160 ~ Fax (817) 529-1181

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-009.000.SS	REV. 0
CHECKED BY: APB	DATE: 03/04/26		
SCALE: 1"=1000'	PAGE 1 OF 2		

EXHIBIT "A"



DETAIL
N.T.S.

SURFACE SITE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	S 17°40'22" W	50.00'
L2	N 72°19'38" W	50.00'
L3	N 17°40'22" E	50.00'
L4	S 72°19'38" E	50.00'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- SURFACE SITE
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

METES AND BOUNDS DESCRIPTION

BEING A PROPOSED SURFACE SITE SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID SURFACE SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10686172.76, E: 1776380.51) IN SAID SECTION 8, FROM WHICH A 1/2" CAPPED IRON ROD "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 14°45'56" E, A DISTANCE OF 4158.34 FEET (TIE);

THENCE S 17°40'22" W, A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N 72°19'38" W, A DISTANCE OF 50.00 FEET TO A POINT, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 55°59'18" W, A DISTANCE OF 4896.86 FEET (TIE);
THENCE N 17°40'22" E, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE S 72°19'38" E, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING.**

SAID SURFACE SITE CONTAINING A TOTAL OF 2,500 SQUARE FEET OR 0.0574 ACRES IN SAID SECTION 8.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

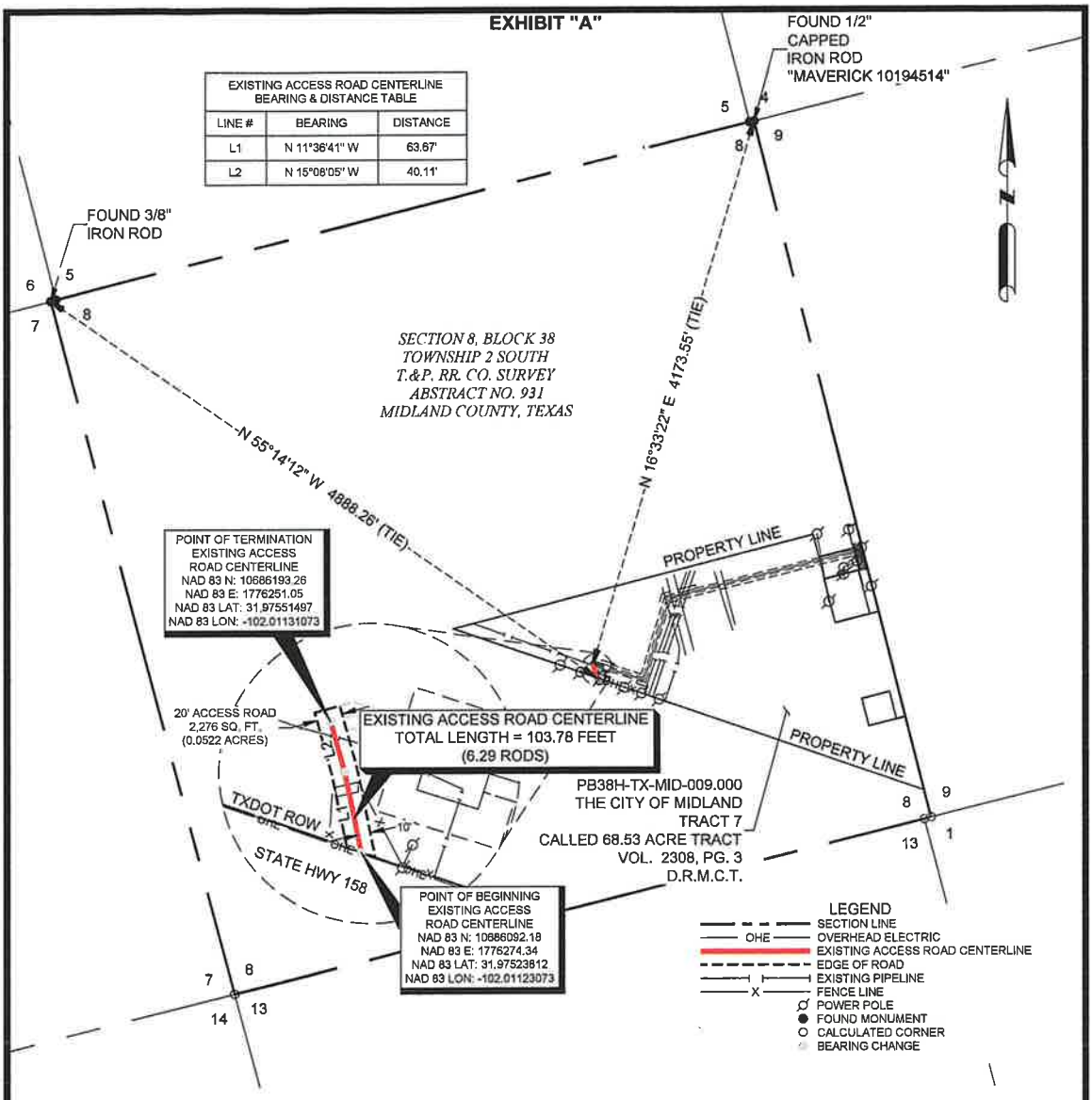
PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND
PROPOSED SURFACE SITE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-009.000.SS	REV. 0
CHECKED BY: APB	DATE: 03/04/26		
SCALE: 1"=1000'	PAGE 2 OF 2		

EXHIBIT "A"



EXISTING ACCESS ROAD CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°36'41" W	63.67'
L2	N 15°08'05" W	40.11'

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

03/26/2026

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

EXISTING ACCESS ROAD CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: NH	DATE: 03/20/26	DWG. NO. 25486_PB38H-TX-MID-009.000_EAR	REV. 0
CHECKED BY: APB	DATE: 03/20/26		
SCALE: 1"=1000'	PAGE 1 OF 2		

EXHIBIT "A"

CENTERLINE DESCRIPTION

BEING THE CENTERLINE OF AN EXISTING ACCESS ROAD SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10686092.18, E: 1776274.34) IN THE NORTH ROW LINE OF STATE HIGHWAY 158, IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 55°14'12" W, A DISTANCE OF 4888.26 FEET (TIE);

THENCE N 11°36'41" W, A DISTANCE OF 63.67 FEET TO A POINT;

THENCE N 15°08'05" W, A DISTANCE OF 40.11 FEET TO THE **POINT OF TERMINATION** (N: 10686193.26, E: 1776251.05) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 1/2" CAPPED IRON ROD "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 16°33'22" E, A DISTANCE OF 4173.55 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 103.78 FEET OR 6.29 RODS IN SAID SECTION 8.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1160 ~ Fax (817) 529-1181

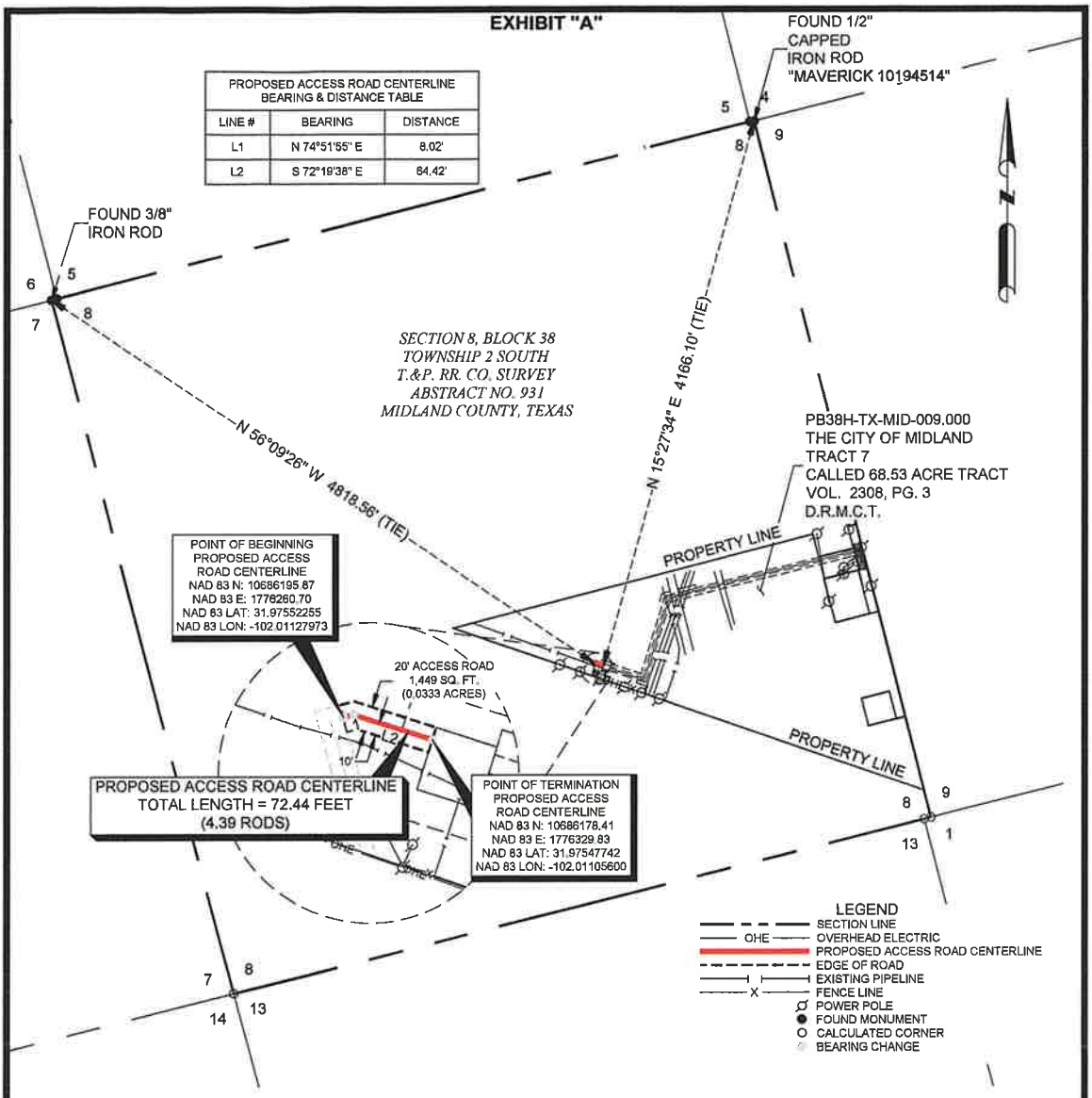
ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT
THE CITY OF MIDLAND
EXISTING ACCESS ROAD CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/20/26	DWG. NO. 25486_PB38H-TX-MID-009.000_EAR	REV. 0
CHECKED BY: APS	DATE: 03/20/26		
SCALE: 1"=1000'	PAGE 2 OF 2		

EXHIBIT "A"



PROPOSED ACCESS ROAD CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 74°51'55" E	8.02'
L2	S 72°19'38" E	64.42'

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

03/26/2026

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

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PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

PROPOSED ACCESS ROAD CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/20/26	DWG. NO. 25486_PB38H-TX-MID-009.000_PAR	REV. 0
CHECKED BY: APB	DATE: 03/20/26		
SCALE: 1"=1000'	PAGE 1 OF 2		

EXHIBIT "A"

CENTERLINE DESCRIPTION

BEING THE CENTERLINE OF A PROPOSED ACCESS ROAD SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10686195.87, E: 1776260.70) IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 56°09'26" W, A DISTANCE OF 4818.56 FEET (TIE);

THENCE N 74°51'55" E, A DISTANCE OF 8.02 FEET TO A POINT;

THENCE S 72°19'38" E, A DISTANCE OF 64.42 FEET TO THE **POINT OF TERMINATION** (N: 10686178.41, E: 1776329.83) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 1/2" CAPPED IRON ROD "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 15°27'34" E, A DISTANCE OF 4166.10 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 72.44 FEET OR 4.39 RODS IN SAID SECTION 8.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

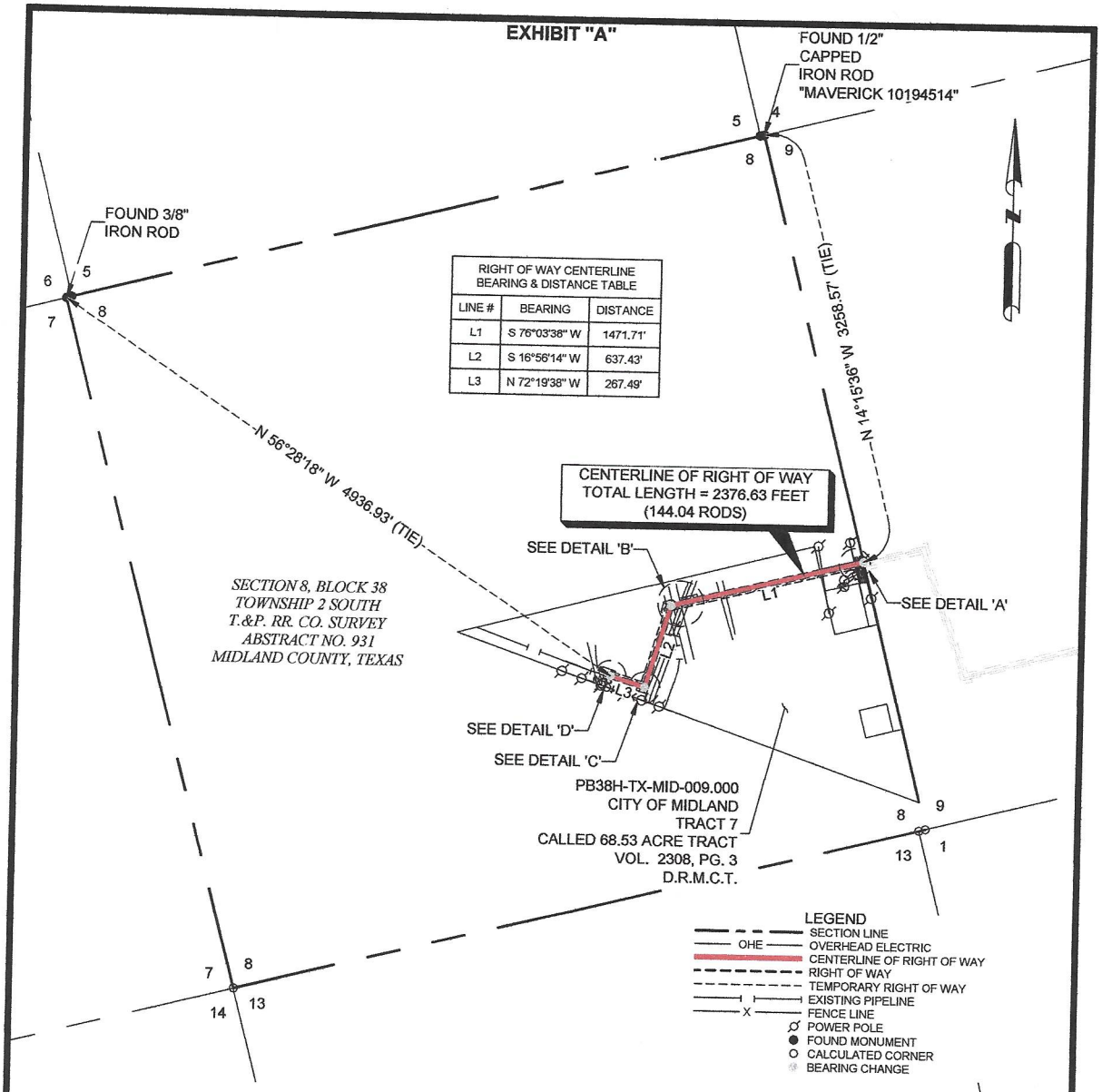
ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT
THE CITY OF MIDLAND
PROPOSED ACCESS ROAD CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/20/26	DWG. NO. 25486_PB38H-TX-MID-008.000_PAR	REV. 0
CHECKED BY: APB	DATE: 03/20/26		
SCALE: 1"=1000'	PAGE 2 OF 2		

EXHIBIT "A"



RIGHT OF WAY CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	S 76°03'38" W	1471.71'
L2	S 16°56'14" W	637.43'
L3	N 72°19'38" W	267.49'

LEGEND

- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- CENTERLINE OF RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'
Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

03/11/2026
AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

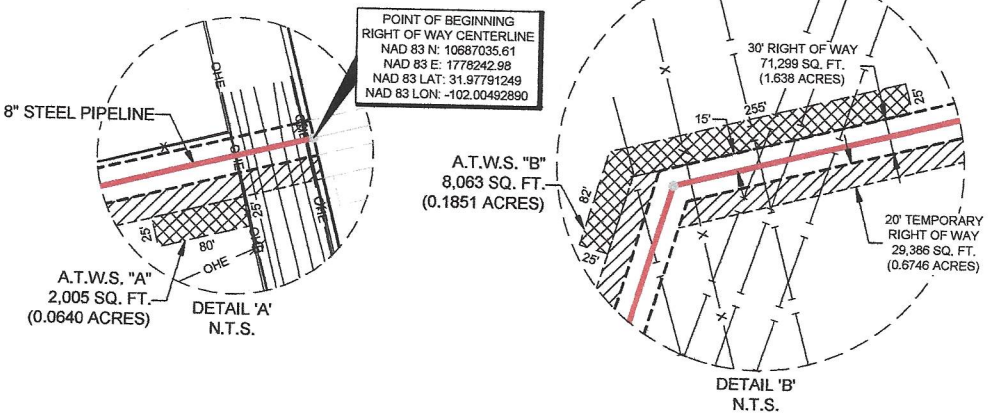
PROPOSED RIGHT OF WAY CENTERLINE

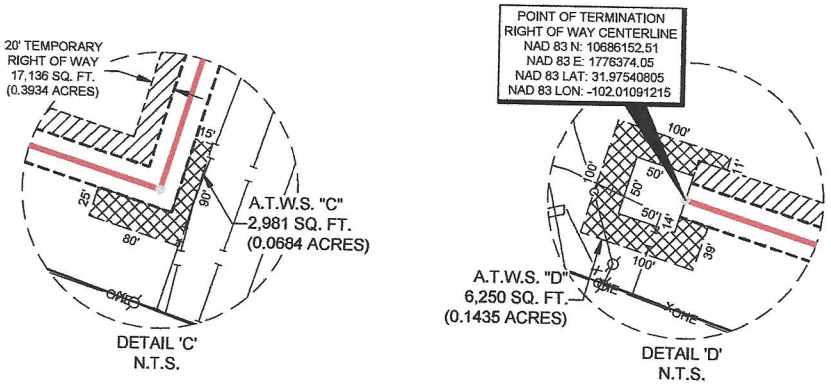
SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-009.000	REV. 0
CHECKED BY: APB	DATE: 03/04/26		
SCALE: 1"=1000'	PAGE 1 OF 3		

EXHIBIT "A"





LEGEND

- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- CENTERLINE OF RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
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PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC

TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-009.000	REV. 0
CHECKED BY: APB	DATE: 03/04/26		
SCALE: 1"=1000'	PAGE 2 OF 3		

EXHIBIT "A"

CENTERLINE DESCRIPTION

RIGHT OF WAY CENTERLINE

BEING THE CENTERLINE OF A PROPOSED PIPELINE RIGHT OF WAY SITUATED IN SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 931, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10687035.61, E: 1778242.98) IN THE EAST BOUNDARY LINE OF SAID SECTION 8, FROM WHICH A 1/2" CAPPED IRON ROD "MAVERICK 10194514" FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 8 BEARS N 14°15'36" W, A DISTANCE OF 3258.57 FEET (TIE);

THENCE S 76°03'38" W, A DISTANCE OF 1471.71 FEET TO A POINT;
THENCE S 16°56'14" W, A DISTANCE OF 637.43 FEET TO A POINT;

THENCE N 72°19'38" W, A DISTANCE OF 267.49 FEET TO THE **POINT OF TERMINATION** (N: 10686152.51, E: 1776374.05) OF SAID CENTERLINE, AT A POINT IN SAID SECTION 8, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 8 BEARS N 56°28'18" W, A DISTANCE OF 4936.93 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 2376.63 FEET OR 144.04 RODS IN SAID SECTION 8.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

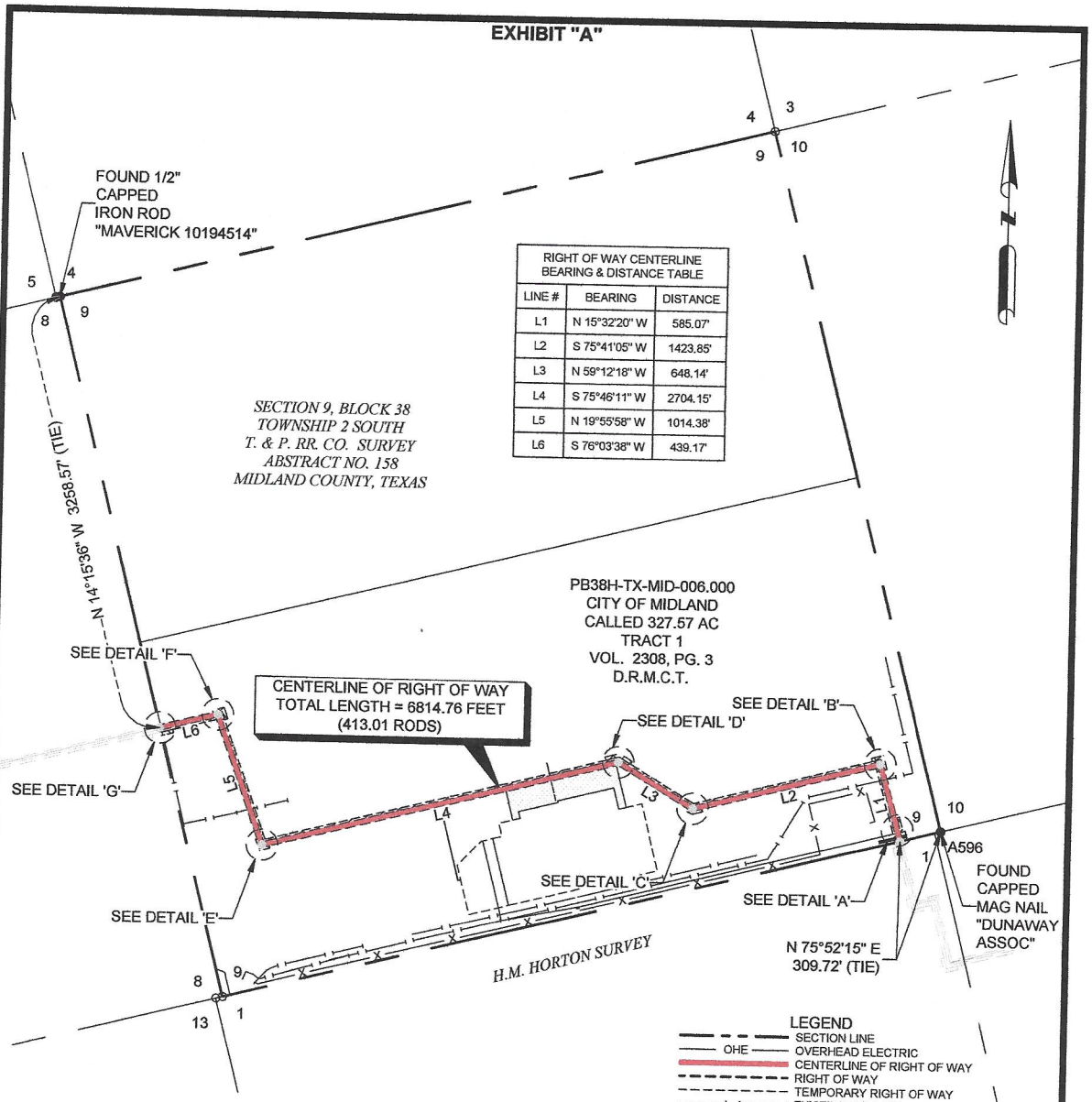
ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT
THE CITY OF MIDLAND
PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 8, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 931
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/04/26	DWG. NO. 25486_PB38H-TX-MID-009.000	REV. 0
CHECKED BY: APB	DATE: 03/04/26		
SCALE: 1"=1000'	PAGE 3 OF 3		

EXHIBIT "A"



RIGHT OF WAY CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 15°32'20" W	585.07'
L2	S 75°41'05" W	1423.85'
L3	N 59°12'18" W	648.14'
L4	S 75°46'11" W	2704.15'
L5	N 19°55'58" W	1014.38'
L6	S 76°03'38" W	439.17'

LEGEND
- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- CENTERLINE OF RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY 4 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'
Scale: 1" = 1000'

STATE OF TEXAS REGISTERED AARON P. BOHLS 6517 PROFESSIONAL LAND SURVEYOR

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 03/11/2026 DATE

NOTES:
1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
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ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

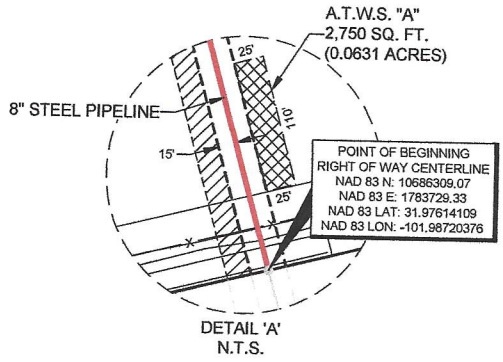
PROPOSED RIGHT OF WAY CENTERLINE

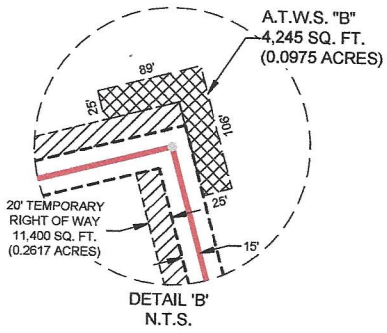
SITUATED IN
SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 158
MIDLAND COUNTY, TEXAS

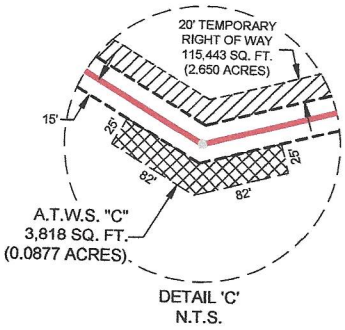
TRANSGLOBAL SERVICES LLC
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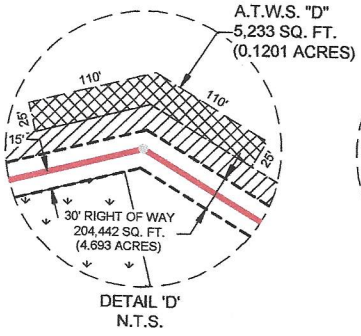
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SCALE: 1"=1000'	PAGE 1 OF 3		

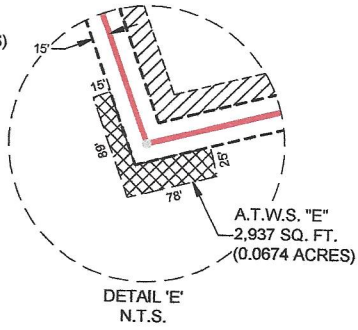
EXHIBIT "A"

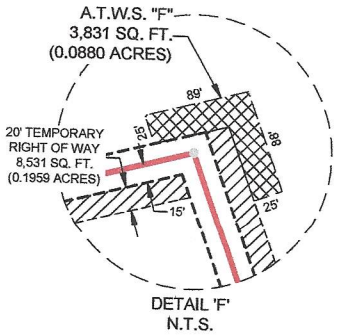


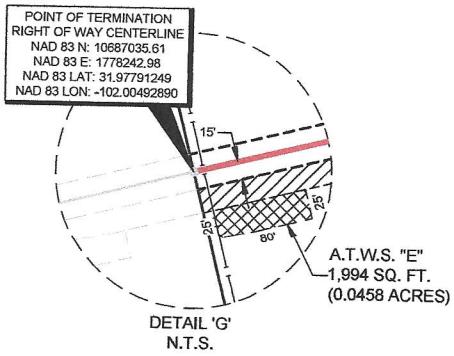












LEGEND

- SECTION LINE
- OHE — OVERHEAD ELECTRIC
- CENTERLINE OF RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY RIGHT OF WAY
- EXISTING PIPELINE
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- CALCULATED CORNER
- BEARING CHANGE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 25486

ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT

THE CITY OF MIDLAND

PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 158
MIDLAND COUNTY, TEXAS

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
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DRAWN BY: NH	DATE: 03/03/26	DWG. NO. 25486_PB38H-TX-MID-006.000	REV. 0
CHECKED BY: APB	DATE: 03/03/26		
SCALE: 1"=1000'	PAGE 2 OF 3		

EXHIBIT "A"

CENTERLINE DESCRIPTION

BEING THE CENTERLINE OF A PROPOSED PIPELINE RIGHT OF WAY SITUATED IN SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 158, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10686309.07, E: 1783729.33) IN THE SOUTH BOUNDARY LINE OF SAID SECTION 9, FROM WHICH A MAG NAIL CAPPED "DUNAWAY ASSOC" FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS N 75°52'15" E, A DISTANCE OF 309.72 FEET (TIE);

THENCE N 15°32'20" W, A DISTANCE OF 585.07 FEET TO A POINT;
THENCE S 75°41'05" W, A DISTANCE OF 1423.85 FEET TO A POINT;
THENCE N 59°12'18" W, A DISTANCE OF 648.14 FEET TO A POINT;
THENCE S 75°46'11" W, A DISTANCE OF 2704.15 FEET TO A POINT;
THENCE N 19°55'58" W, A DISTANCE OF 1014.38 FEET TO A POINT;

THENCE S 76°03'38" W, A DISTANCE OF 439.17 FEET TO THE **POINT OF TERMINATION** (N: 10687035.61, E: 1778242.98) OF SAID CENTERLINE, AT A POINT IN THE WEST BOUNDARY LINE OF SAID SECTION 9, FROM WHICH A 1/2" CAPPED IRON ROD "MAVERICK 10194514" FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 9 BEARS N 14°15'36" W, A DISTANCE OF 3258.57 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 6814.76 FEET OR 413.01 RODS IN SAID SECTION 9.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE RIGHT OF WAYS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

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PROJECT NO. 25486

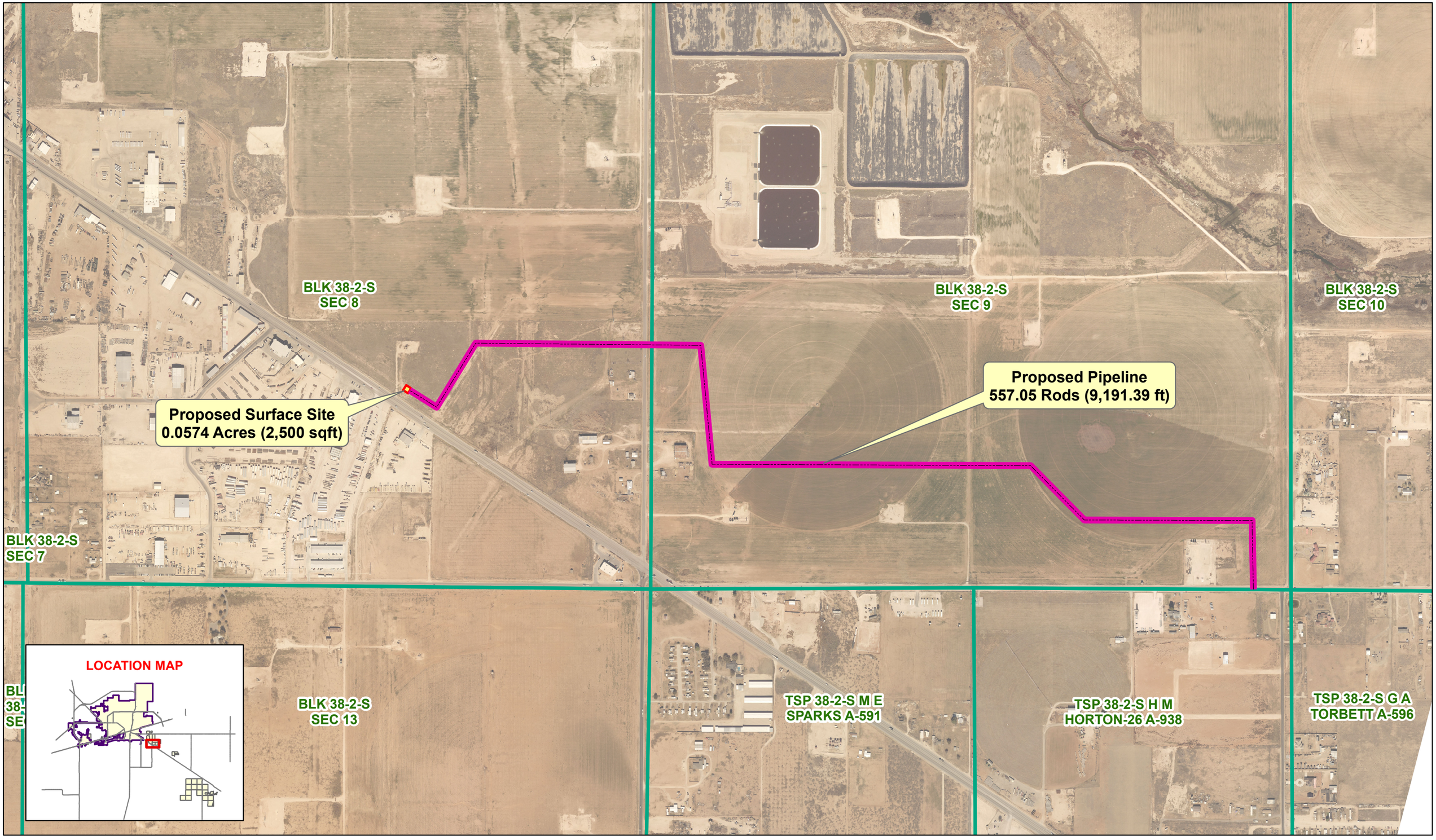
TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
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ET-S PERMIAN PIPELINE COMPANY LLC

PXD BROOKS 38H WELL CONNECT
THE CITY OF MIDLAND
PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 158
MIDLAND COUNTY, TEXAS

DRAWN BY: NH	DATE: 03/03/26	DWG. NO. 25486_PB38H-TX-MID-006.000	REV. 0
CHECKED BY: APB	DATE: 03/03/26		
SCALE: 1"=1000'	PAGE 3 OF 3		



Date: 3/16/2026

- Proposed Pipeline
- Surface Site
- Survey Section

PXD Brooks 38H Well Connect
Proposed Pipeline ROW and Surface Site

N
W
E
S

0 250 500 Feet

©THE CITY OF MIDLAND - 2026
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2026 — 9/3/2025

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

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

PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientSrvUT@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1389322 ET-S Permian Pipeline Company LLC 1300 Main Street Houston TX 77002	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21783993 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	MWZY 59829 25	9/15/2025	9/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ XXXXXXX $ 10,000,000 $ 10,000,000 $ See Below
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MWTB 21711 25 MWZX 315003 25	9/15/2025 9/15/2025	9/15/2026 9/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C72798090 SCF C72798107 (MO, NC, OK, PA, WI)	9/15/2025 9/15/2025	9/15/2026 9/15/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 10,000,000 $ 10,000,000 $ 10,000,000
B	*Excess Workers Compensation (OH)	N	Y	WCU C72798119	9/15/2025	9/15/2026	EL Each Acc $10MM EL Disease-Policy Lim $10MM EL Disease-Each Empl $10MM	

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

EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

21783993
The City of Midland
300 N. Lorraine
Midland TX 79702

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

City Council Meeting

Item Number: 23.
Meeting Date: April 28, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-016) BETWEEN THE CITY OF MIDLAND AND MID-STATES OPERATING COMPANY REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 15, BLOCK 37, T-2-S, ABSTRACT 1080, ET HOPKINS SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
This ROW License will provide the applicant a 15' wide right of way for a Sixteen Inch (16") SDR-11 Poly, private water pipeline with a 30' wide temporary construction area. This pipeline will service new mineral production in the area.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended Action:
approve

Fiscal Impact:
The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($ 470.00 per rod x 187.31 rods.) $88,035.70

Total Collected: $89,035.70

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This pipeline will be buried forty-Eight inches (48) deep just inside the Land Fill fence line and will not interfere with the Land Fill operations. This ROW will need to be reevaluated at the 10-year mark.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and on file.

City Secretary to record completed License Agreement

Attachments:
A. Mid-States Operating Company LLC ROW License 26-329-016
B. Exhibit A
C. Council Map Mid-States_Sec15Blk37T2S_032326
D. COI

John Simmons, Utilities	Created/Initiated - 4/15/2026
Carl Craigo, City Secretary	Approved - 4/17/2026
Alma McCammond, Utilities	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/21/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	April 29, 2026
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Mid-States Operating Company**
Licensee's Representative:	**William Holmes**
Licensee's Mailing Address:	1607 W. Texas Ave. #6558 Midland, Texas 79701
Property:	As described in Article III below
License Number:	**26-329-016**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the

breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of EIGHTY-EIGHT THOUSAND THIRTY-FIVE and 70/100 Dollars ($88,035.70) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being forty-five (45) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a SDR-11 poly construction pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of produced water and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to fifteen (15) feet after construction is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and

roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this

License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any portion of Licensee's pipeline, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property.

Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or it's representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

B. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of

employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE,

ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF PORTIONS OR ENTIRETY OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT

WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY

LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION,

INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF**

GOVERNMENTAL IMMUNITY.

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver

of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

[Signature Page Follows]

LICENSEE:
MID-STATES OPERATING COMPANY

By: _____
Printed Name: William Holmes
Title: Partner

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

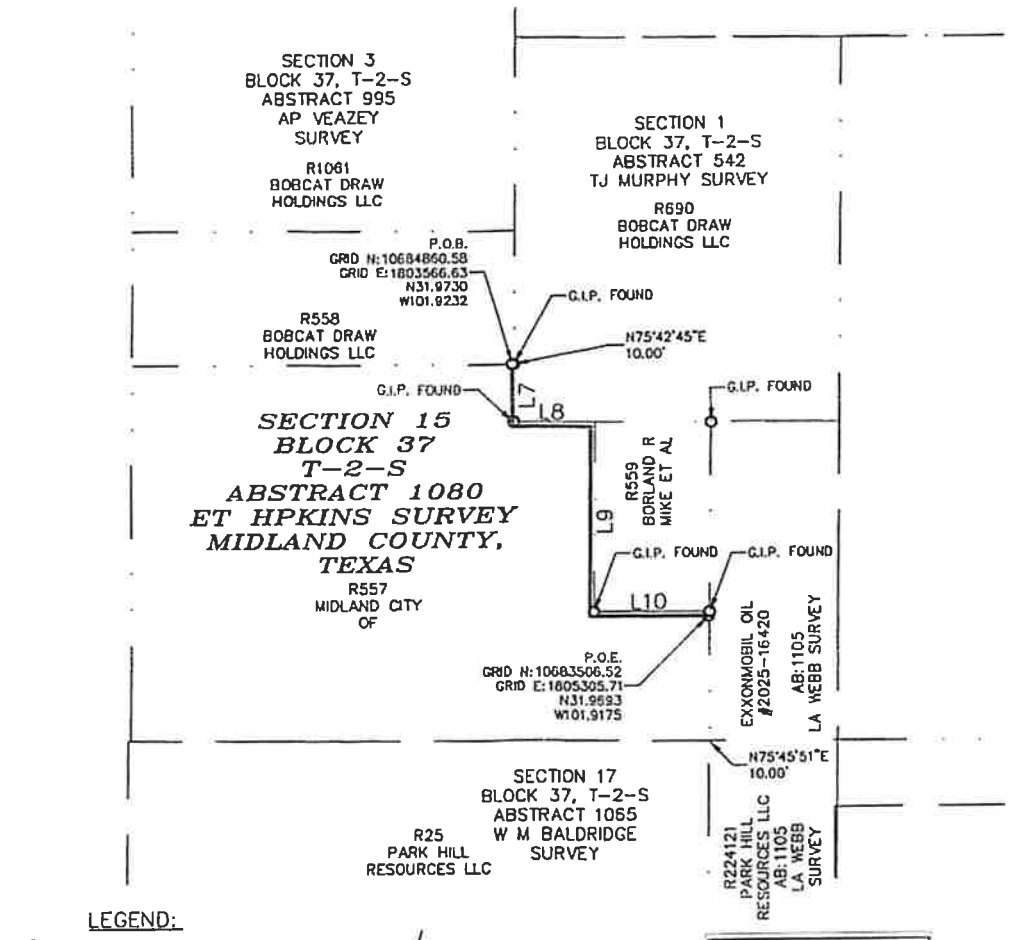
BEFORE ME, the undersigned authority, on this 15 day of April, 2026 personally appeared William Holmes an officer of Mid-States Operating Company known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, 2026.

RITA S HANLAN
Notary Public, State of Texas
My Commission Expires
July 13, 2028
NOTARY ID 5005834

_____
Notary Public, State of Texas

Revised Plat 3/25



LEGEND:

- MONUMENT AS DESCRIBED
- SUBJECT LINE
- ADJOINING PROPERTIES
- SECTION LINE
- PIPELINE EASEMENT

LAND OWNERS:

CITY OF MIDLAND

3,090.72 FEET

187.31 RODS

Parcel Line Table		
Line #	Direction	Length
L7	S14°17'09"E	428.33'
L8	N75°48'06"E	536.62'
L9	S14°18'29"E	1313.73'
L10	N75°44'43"E	814.04'

GRAPHIC SCALE

0 1000' 2000'

(IN FEET)

1 inch = 1000 ft.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS LOCATION WAS THIS DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 25TH DAY OF MARCH, 2026

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

PAGE 1 OF 2

LOCATION PLAT

MID-STATES OPERATING COMPANY

THE CENTERLINE OF

A PROPOSED 20 FOOT PIPELINE LICENSE

LOCATED IN

SECTION 15,

ABSTRACT 1080, BLOCK 37,

T-2-S, ET HOPKINS SURVEY

MIDLAND COUNTY, TEXAS

SCALE: 1" = 1000' PROJECT: 79930 JOB NO.: 79930-COM1

MAGRYM

110 WEST LOUISIANA AVENUE
SUITE 314
MIDLAND, TEXAS 79701

TEXAS FIRM
No. 10143500
Office (432) 684-5548

revised Plat 3/25

FIELD NOTE DESCRIPTION OF A PROPOSED PIPELINE CENTERLINE LICENSE BEING 10 FEET LEFT AND 10 FEET RIGHT OF SAID CENTERLINE IN SECTION 15, ABSTRACT 1080, BLOCK 37, T-2-S, ET HOPKINS SURVEY, MIDLAND COUNTY, TEXAS, SAID CENTERLINE DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT (N:10684860.58, E:1803566.63) IN THE SOUTHEAST/4 OF SAID SECTION 15, FROM WHICH THE NE CORNER OF SAID SECTION 15 BEARS NORTH 75°42'50" EAST 10.00 FEET;

THENCE SOUTH 14°17'09" EAST 426.33 FEET TO A POINT OF INTERSECT;

THENCE NORTH 75°48'08" EAST 536.62 FEET TO A POINT OF INTERSECT;

THENCE SOUTH 14°18'29" EAST 1313.73 FEET TO A POINT OF INTERSECT;

THENCE NORTH 75°44'43" EAST 814.04 FEET TO A POINT OF EXIT;

TOTAL LENGTH: 3,090.72 FEET; TOTAL RODS: 187.31

LAND OWNERS:

CITY OF MIDLAND

3,090.72 FEET

187.31RODS

GRAPHIC SCALE

0 1000' 2000'

(IN FEET)

1 inch = 1000 ft.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS LOCATION WAS THIS DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 25TH DAY OF MARCH,2026

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

LOCATION PLAT

MID-STATES OPERATING COMPANY

THE CENTERLINE OF

A PROPOSED 20 FOOT PIPELINE LICENSE

LOCATED IN

SECTION 15,

ABSTRACT 1080, BLOCK 37,

T-2-S, ET HOPKINS SURVEY

MIDLAND COUNTY, TEXAS

SCALE: 1" = 1000'

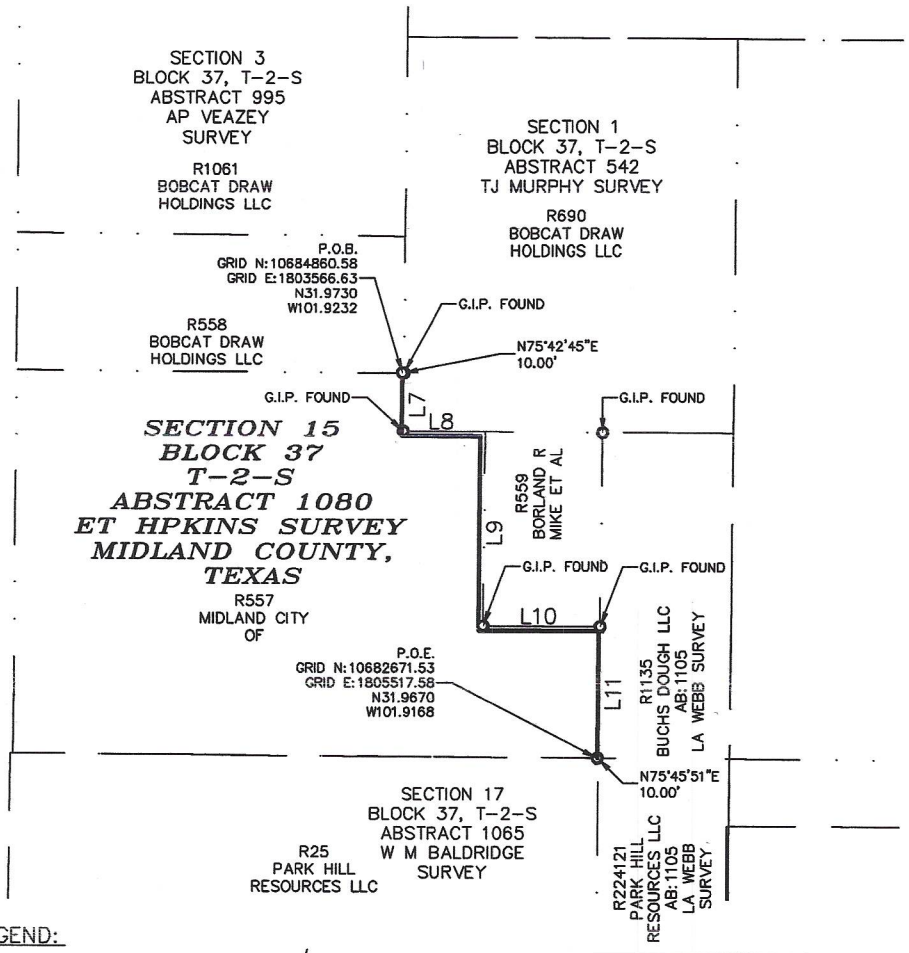
PROJECT: 79930

JOB NO.: 79930-COM1

MAGRYM

110 WEST LOUISIANA AVENUE
SUITE 314
MIDLAND, TEXAS 79701

TEXAS FIRM
No 10149500
Office (432) 684-5548



LEGEND:

- MONUMENT AS DESCRIBED
- SUBJECT LINE
- ADJOINING PROPERTIES
- SECTION LINE
- PIPELINE EASEMENT

LAND OWNERS:

CITY OF MIDLAND

3,952.17 FEET

239.53 RODS

Parcel Line Table		
Line #	Direction	Length
L7	S14°17'09"E	426.33'
L8	N75°48'06"E	536.62'
L9	S14°18'29"E	1313.73'
L10	N75°44'43"E	814.04'
L11	S14°14'16"E	861.45'

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

GRAPHIC SCALE

0 1000' 2000'

(IN FEET)

1 inch = 1000 ft.

PAGE 1 OF 2

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS LOCATION WAS THIS DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 18TH DAY OF DECEMBER, 2023

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

LOCATION PLAT

MID-STATES OPERATING COMPANY

THE CENTERLINE OF

A PROPOSED 20 FOOT PIPELINE LICENSE

LOCATED IN

SECTION 15,

ABSTRACT 1080, BLOCK 37,

T-2-S, ET HOPKINS SURVEY

MIDLAND COUNTY, TEXAS

SCALE: 1" = 1000'

PROJECT: 79930
JOB NO.: 79930-COM1

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-5548

FIELD NOTE DESCRIPTION OF A PROPOSED PIPELINE CENTERLINE LICENSE BEING 10 FEET LEFT AND 10 FEET RIGHT OF SAID CENTERLINE IN SECTION 15, ABSTRACT 1080, BLOCK 37, T-2-S, ET HOPKINS SURVEY, MIDLAND COUNTY, TEXAS, SAID CENTERLINE DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT (N:10684860.58, E:1803566.83) IN THE SOUTHEAST/4 OF SAID SECTION 15, FROM WHICH THE NE CORNER OF SAID SECTION 15 BEARS NORTH 75°42'50" EAST 10.00 FEET;

THENCE SOUTH 14°17'09" EAST 426.33 FEET TO A POINT OF INTERSECT;

THENCE NORTH 75°48'06" EAST 536.62 FEET TO A POINT OF INTERSECT;

THENCE SOUTH 14°18'29" EAST 1313.73 FEET TO A POINT OF INTERSECT;

THENCE NORTH 75°44'43" EAST 814.04 FEET TO A POINT OF INTERSECT;

THENCE SOUTH 14°14'16" EAST 861.45 FEET TO A POINT OF EXIT AT (N:10682671.53, E:1805517.58) IN THE SOUTH LINE OF SAID SECTION 15 FOR THE END OF THIS LINE, FROM WHICH THE SE CORNER OF SAID SECTION 15 BEARS NORTH 75°45'51" EAST 10.00 FEET.

TOTAL LENGTH: 3,952.17 FEET: TOTAL RODS: 239.53

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

LAND OWNERS:

CITY OF MIDLAND

3,952.17 FEET

239.53 RODS

GRAPHIC SCALE

0 1000' 2000'

(IN FEET)

1 inch = 1000 ft.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS LOCATION WAS THIS DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 18TH DAY OF DECEMBER, 2023

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-3548

LOCATION PLAT

MID-STATES OPERATING COMPANY

THE CENTERLINE OF

A PROPOSED 20 FOOT PIPELINE LICENSE

LOCATED IN

SECTION 15,

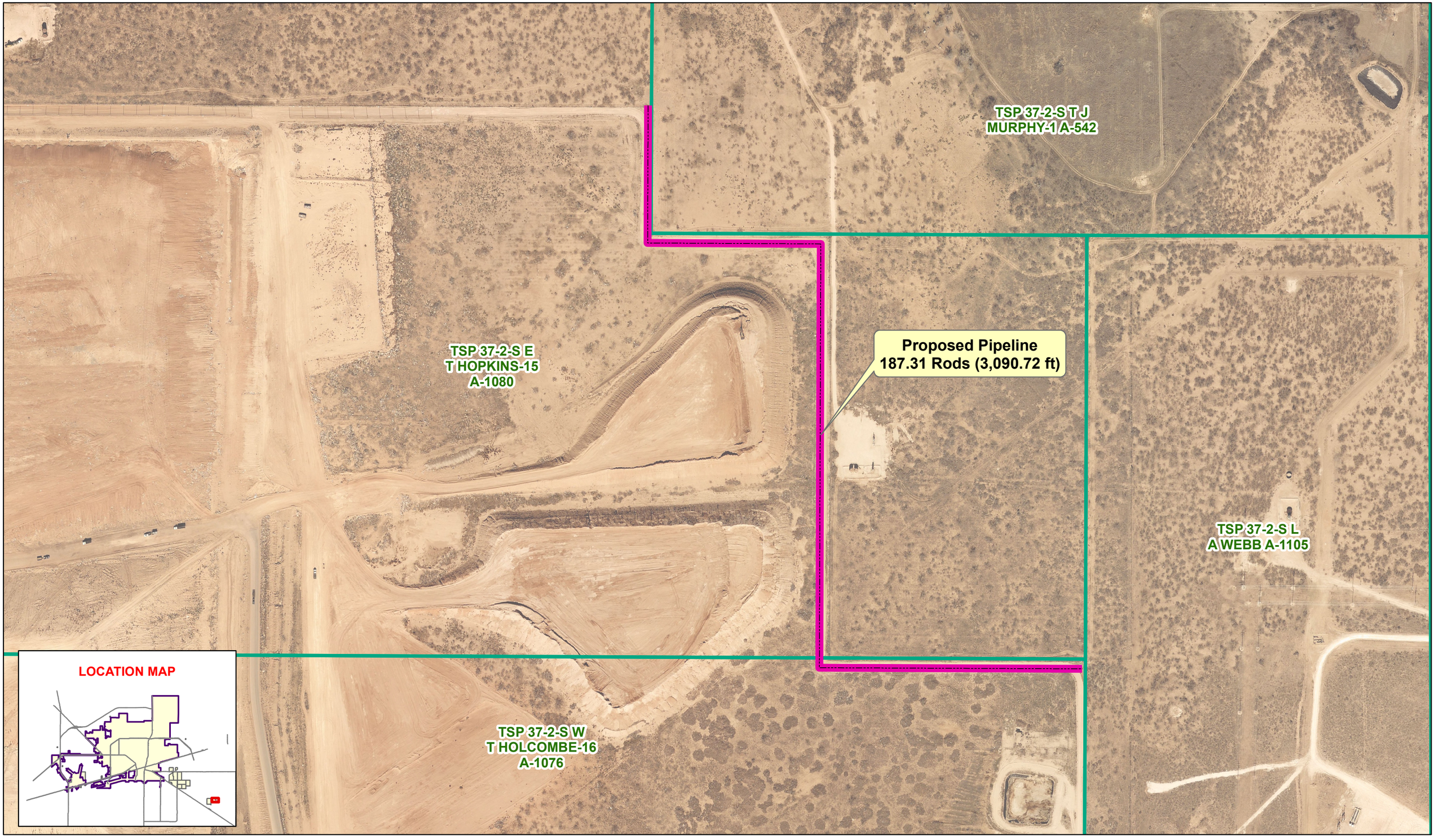
ABSTRACT 1080, BLOCK 37,

T-2-S, ET HOPKINS SURVEY

MIDLAND COUNTY, TEXAS

SCALE: 1" = 1000'

PROJECT: 79930
JOB NO.: 79930-COM1



Date: 3/26/2026

Proposed Pipeline ROW
Survey Section

Mid-States Proposed Pipeline ROW in Sec15, Abstract 1080, Blk37-2-S

N W E S

0 100 200 Feet

©THE CITY OF MIDLAND - 2026
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 ON THIS DATA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2025

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

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

PRODUCER
Marsh & McLennan Agency LLC
15 Smith Road, Suite 6000
Midland TX 79705

CONTACT NAME: Larissa McCormick
PHONE (A/C, No, Ext): 432-618-4570 **FAX (A/C, No):**
E-MAIL ADDRESS: Larissa.McCormick@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Berkley Regional Insurance Company	29580
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : Starstone Specialty Insurance Company	44776
INSURER F : Ascot Specialty Insurance	45055

INSURED
Mid-States Operating Company
BJG Operating Company
1607 W Texas Ave.
Midland TX 79701
MIDOPE

COVERAGES

CERTIFICATE NUMBER: 222552682 **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			EGL001416122	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							S&A Pollution	$ $1,000,000
B	AUTOMOBILE LIABILITY			ECA312749121	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A D E	X UMBRELLA LIAB OCCUR			EIM316040814	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			UXP105553901	6/1/2025	6/1/2026	AGGREGATE	$ 10,000,000
	DED RETENTION $ 10,000			MAR00144322P01	6/1/2025	6/1/2026		$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001238386	6/1/2025	6/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
F F	Gradual Primary Poll Liab Gradual Excess Poll Liab			ENPU241000130502 ENXU241000130602	6/1/2025 6/1/2025	6/1/2026 6/1/2026	Limit Primary Aggregate Aggregate Limit	1,000,000 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured form #EGL1000 edition 10/14 applies to the General Liability policy
Waiver of subrogation form #EGL1000 edition 10/14 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #EGL1000 edition 10/14.
Notice of Cancellation form #EGL1000 edition 10/14 applies to the General Liability policy.

Additional Insured form #ENPU0001 edition 06/21 applies to the Primary Pollution Liability policy
Waiver of subrogation form #ENPU0001 edition 06/21 applies to the Primary Pollution Liability policy.
The Excess Pollution Liability policy is follow form to the Primary Pollution Liability policy for the Additioanl Insured & Waiver of Subrogation.
See Attached...

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MIDOPE

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Mid-States Operating Company BJG Operating Company 1607 W Texas Ave. Midland TX 79701
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured form #CA8309 edition 09/15 applies to the Automobile Liability policy.
Waiver of subrogation form #CA8322 edition 10/13 applies to the Automobile Liability policy.
Notice of Cancellation form #IL8327 edition 12/14 applies to the Automobile Liability policy
Primary & Non-Contributory form applies to the Automobile Liability policy.
Broadened Pollution Endorsement form applies to the Automobile Liability policy.

Waiver of subrogation form #WC420304B edition 06/14 applies to the Workers Compensation policy.
Alternate Employer Form #WC000301 edition 01/94 applies to the Workers Compensation.

Follow Form #UEL6000 edition 10/14 applies to the Umbrella Liability.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes an alternate employer endorsement.

The General Liability, Automobile Liability and Excess liability policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (60) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

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City Council Meeting

Item Number: 24.
Meeting Date: April 28, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE LOT FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD APRIL 14, 2026)

Purpose:
Magrym Consulting, on behalf of Jorge Chavez, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for the property located at 600 North Dallas to allow a reduced minimum lot width of 50 feet in order to construct a single-family dwelling on the property.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Discussion:

The subject property is located at 600 North Dallas and is currently zoned C, Commercial District. The applicant has also submitted a zone change application to rezone the property to SF-3, Single-Family Dwelling District. The applicant is requesting a special exception that would become effective only if the zone change request is approved.

Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot width for an SF-3, Single-Family Dwelling District is 55 feet for a corner lot. The subject lot has a width of 50 feet and a depth of 140 feet. Reducing the minimum lot width would allow the property owner to construct a single-family dwelling on the property.

The surrounding area where the property is located consists primarily of residential uses, and the current zoning designation does not align with the existing development pattern.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area who are enjoying the same privileges of reduced lot sizes subject to the following conditions.

Conditions:

A. **That the minimum lot width shall be 50 feet.**

B. **That said special exception shall be of no force or effect unless the Property is**

rezoned as described in Section One of this ordinance.

Letters of Objection:

Staff has not received any letters of objection as of April 10, 2026.

Attachments:

A. ORDINANCE - E-26-0156.Jorge Chavez - Red Min Lot Width (Pre-Zone Change) Ord
B. E-26-0156, Combined Files
C. E-26-0156, 600 North Dallas Special Exception

Rachel Guentensberger, City Secretary Created/Initiated - 4/14/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE LOT FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 7, Block 22, Homestead Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot width in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the Property's minimum lot width shall be 50 feet.

B. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

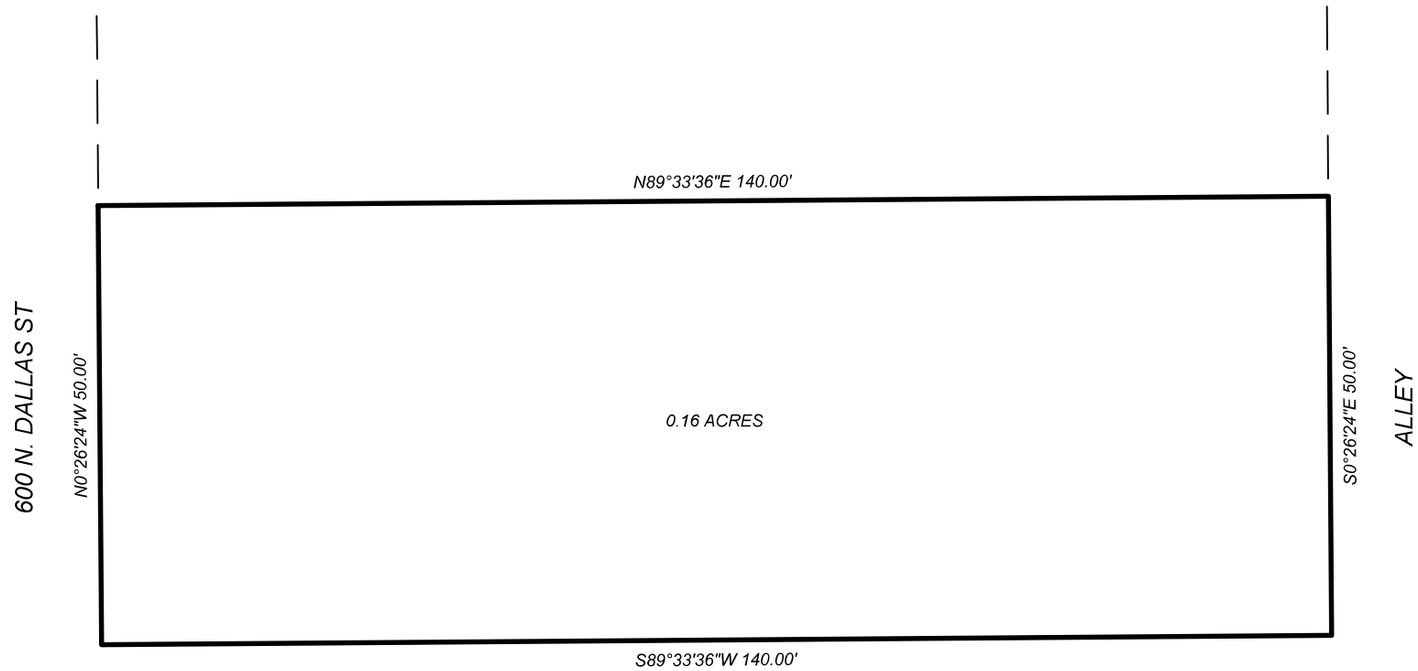
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

Nicholas Toulet, City Attorney



LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES

MAGRYM

TX FIRM# 10149500

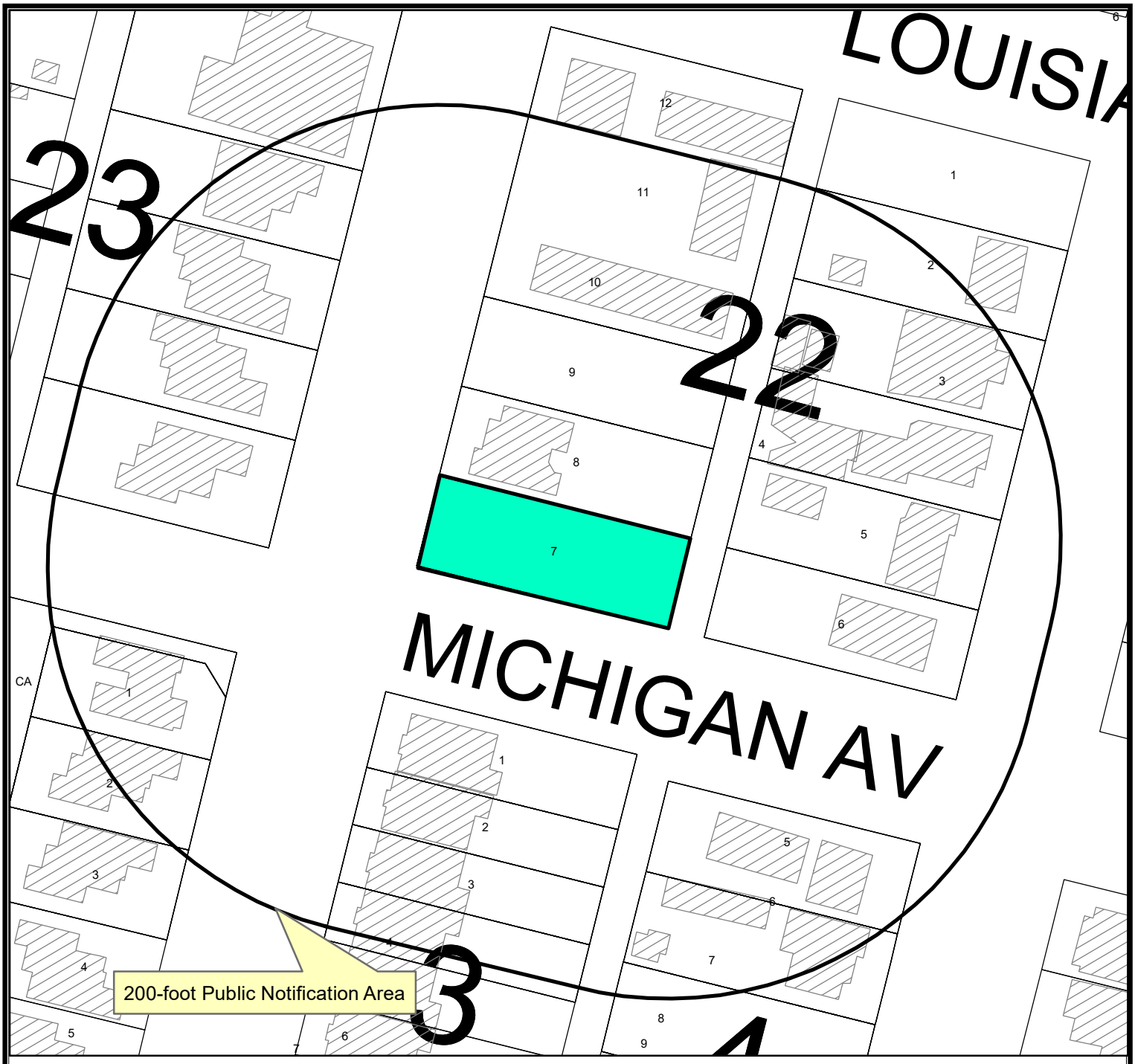
Magrym Consulting, Inc.
110 W Louisiana Ave, Ste. 314
Midland, TX 79701
(432) 684-5548
www.magrym.com

EXHIBIT

LOT 7, BLOCK 22, HOMESTEAD ADDITION AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN, CABINET 1, PAGE 242, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 20'

REVISIONS



Location Map

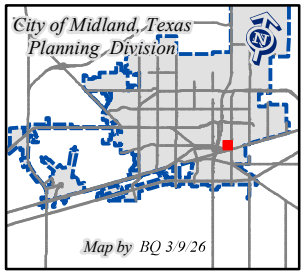
E-26-0156 **Scale: 1" = 400'**

Consider a request by Magrym Consulting, on behalf of Jorge Chavez, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot width for Lot 7, Block 22, Homestead Addition, City and County, Midland, Texas.

Generally located at the northeast corner of the intersection of North Dallas Street and East Michigan Avenue. (Council District 2)

LEGEND

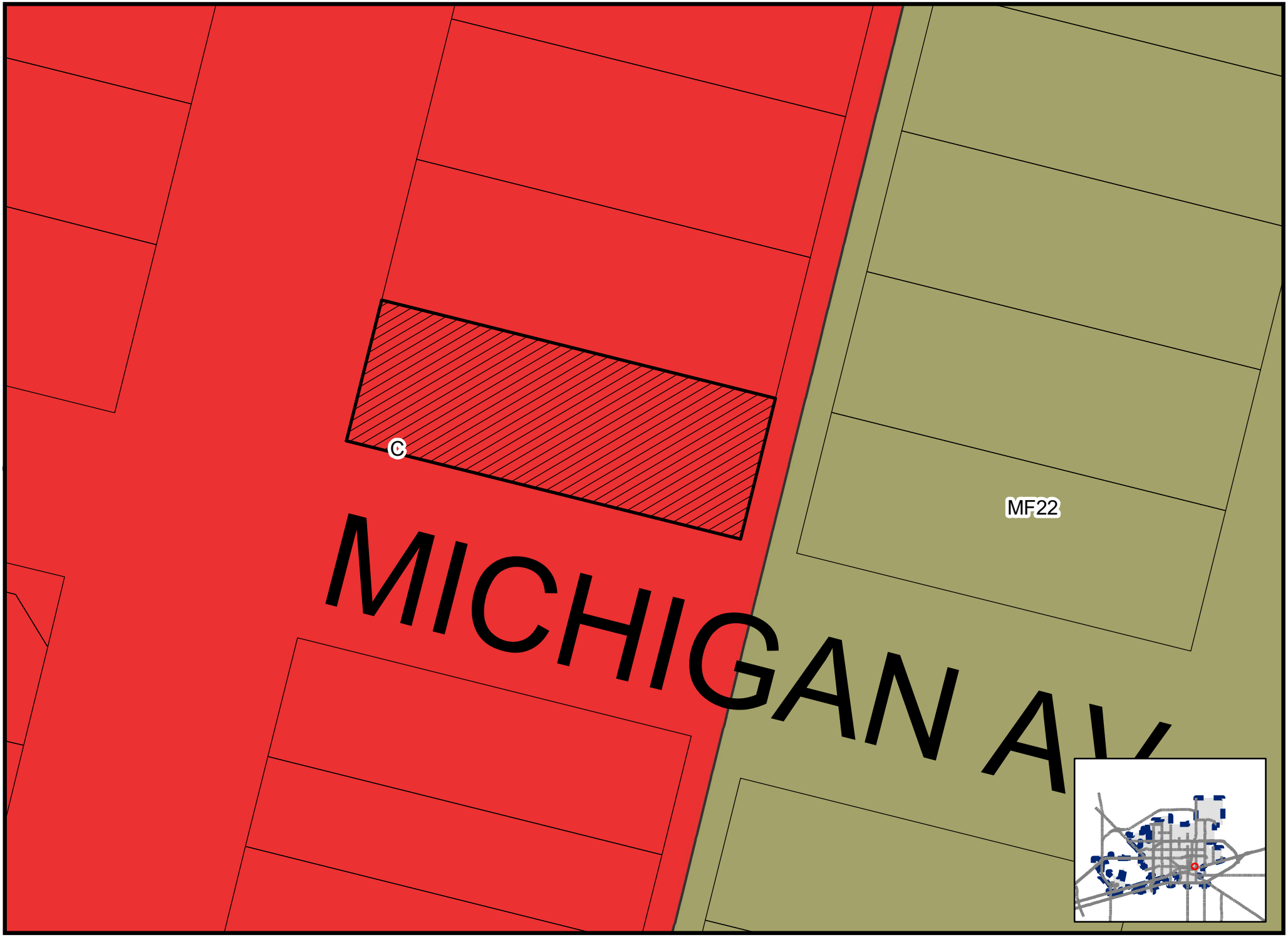
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 3/9/26

E-26-0156

Scale: 1" = 400'

ZONING MAP

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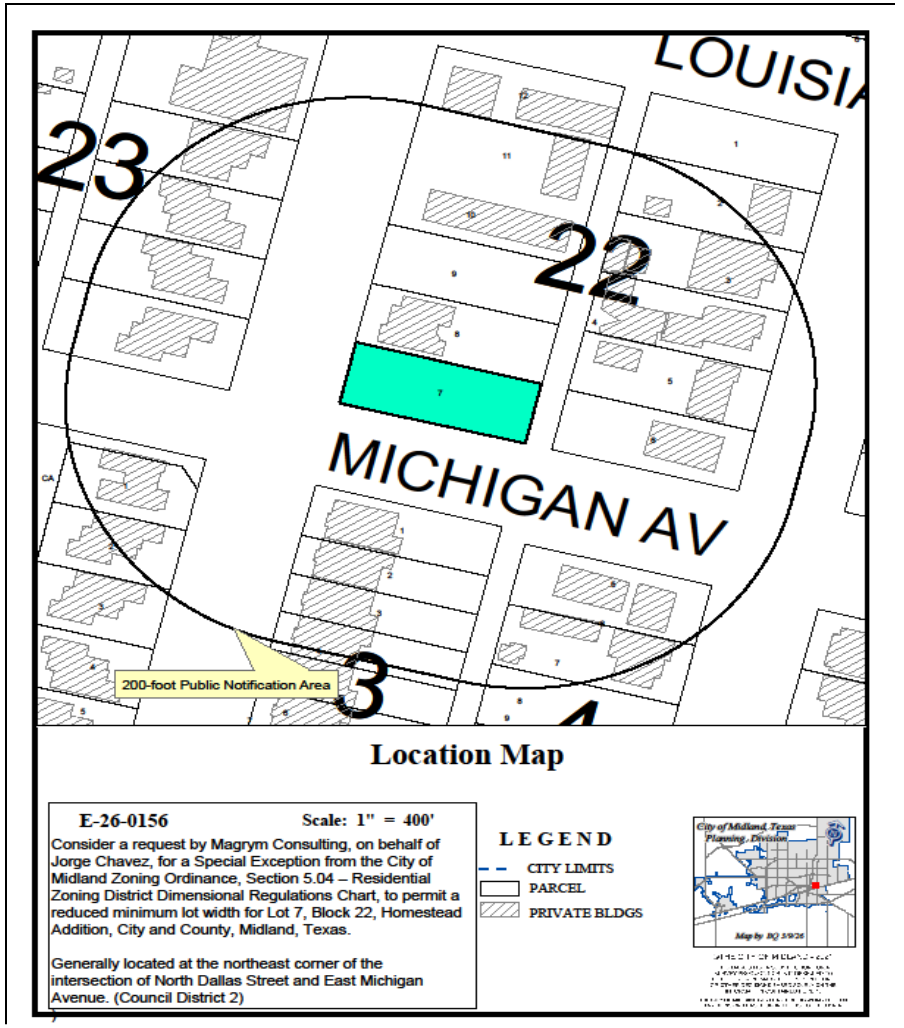

22
MICHIGAN AV




MIDLAND
Be the Energy!
SPECIAL EXCEPTION
600 NORTH DALLAS
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

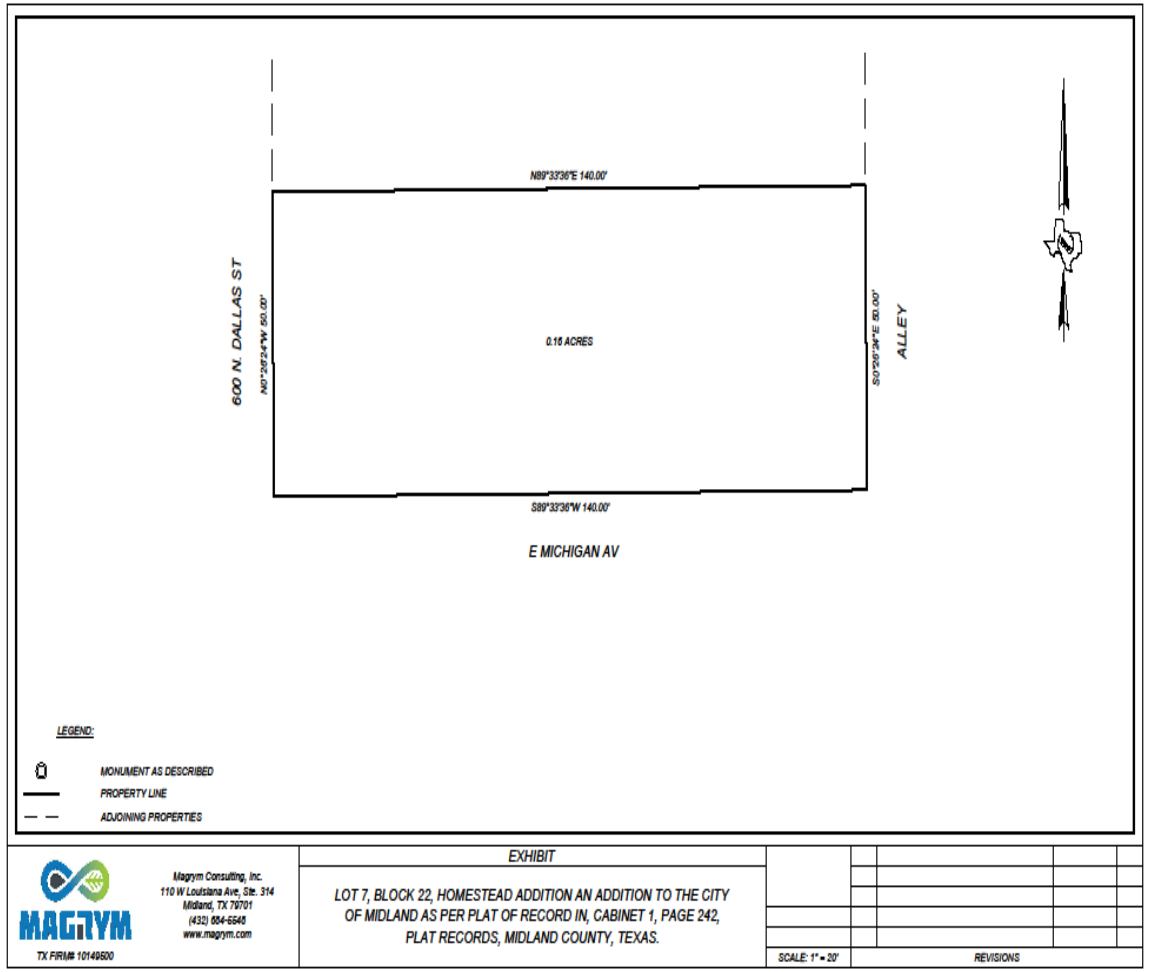
- **Property Owner:** Jorge Chavez
- **Representative:** Ed Aleman, with Magrym Consulting
- **Location:** 600 North Dallas Street (District 2)
- **Reason for Request:** To be able to build a single-family dwelling on the property



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DETAILS OF REQUEST

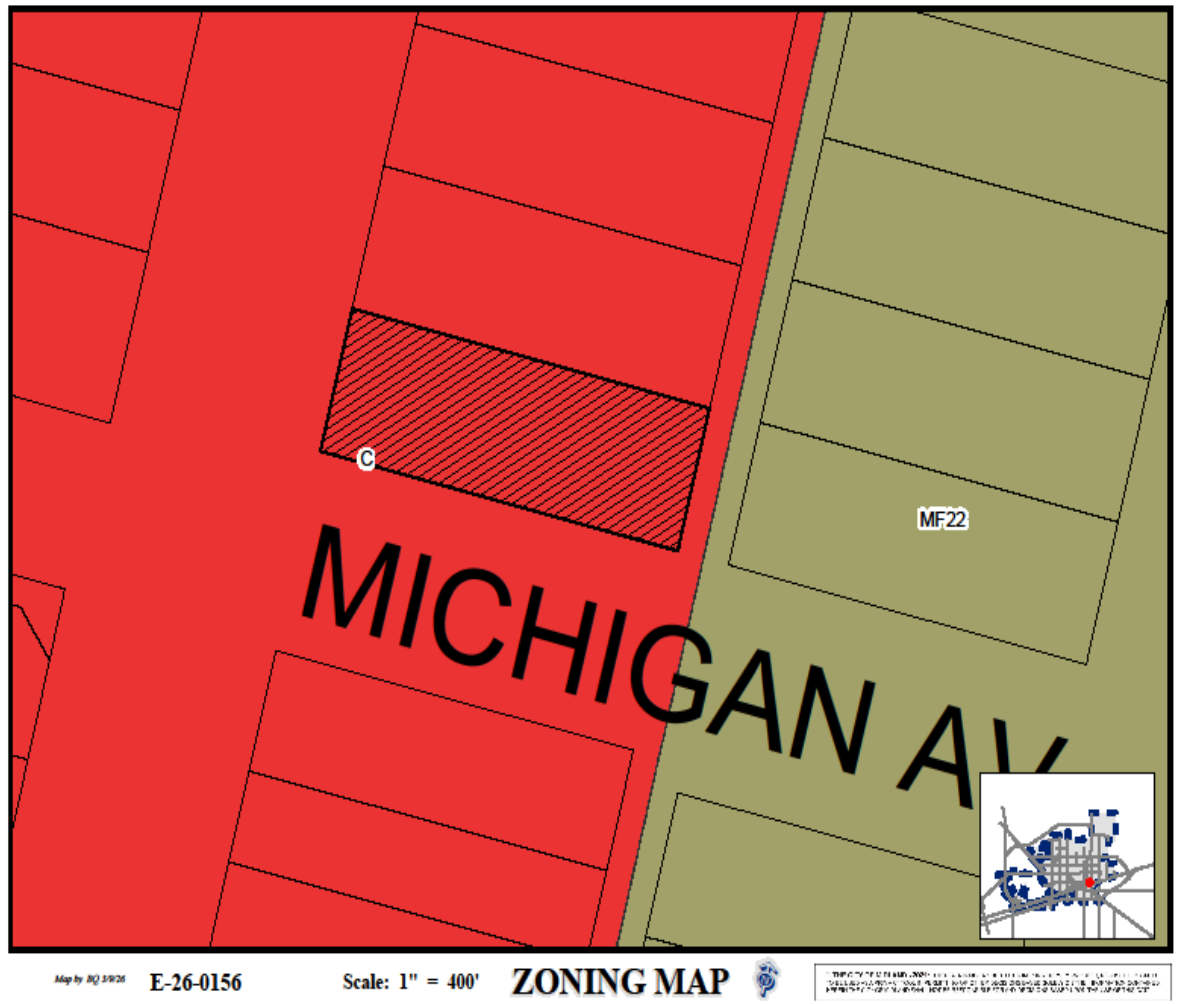
- **Code Requirement:** Minimum lot width required for a corner lot is 55 feet
- **Variance Requested:** To reduce the minimum lot width to 50 feet



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ZONING

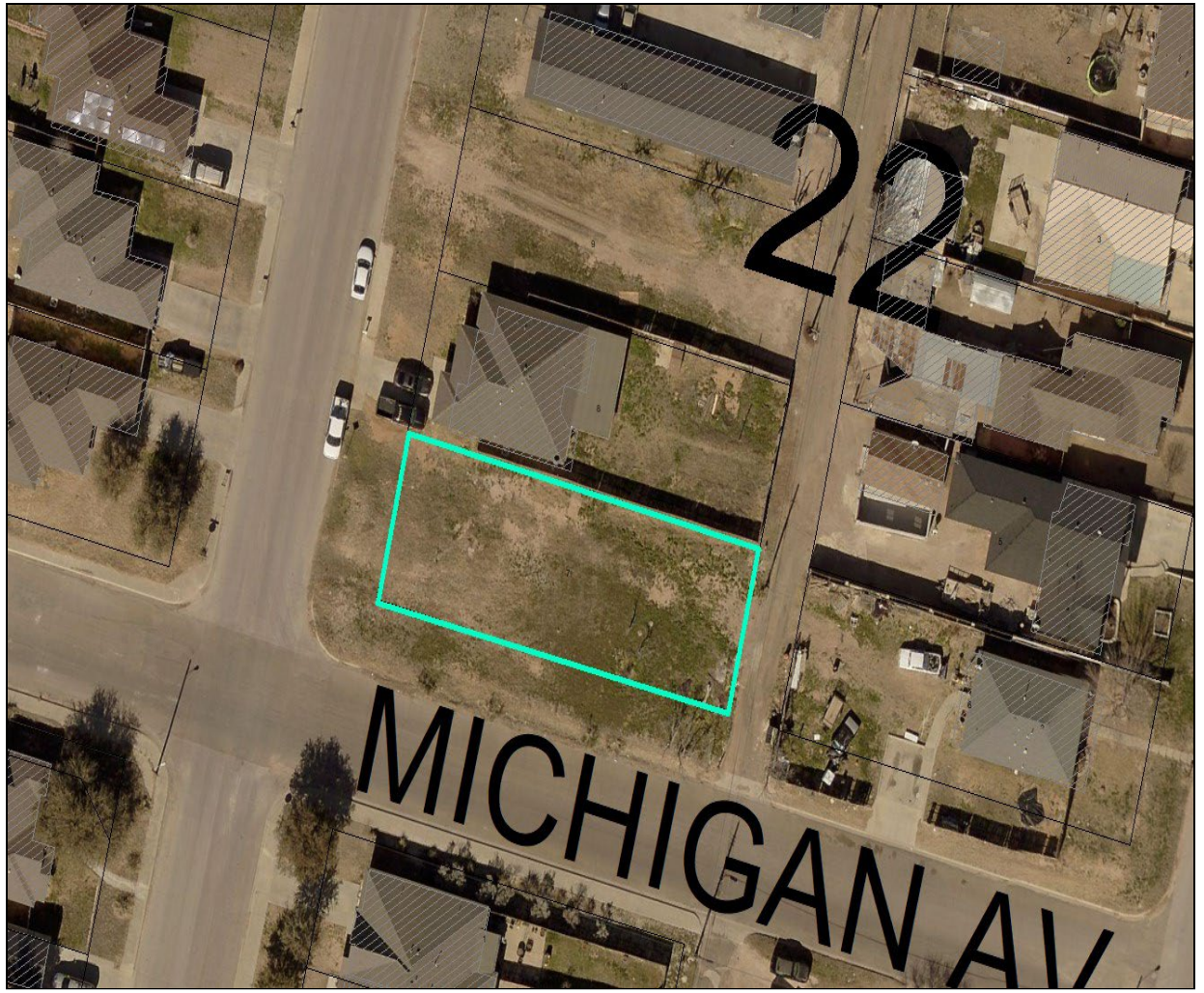
- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
  - **North/South/West:** [C, Commercial District
  - **East:** MF-22, Multiple-Family Dwelling District



MIDLAND
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LAND USE

- **Current Use:** Vacant land
- **Surrounding Uses:**
  - **North/South/East/West:** Residential





On East Michigan Avenue, Looking North

RELATED ITEMS

- A request for a zone change for this property to change from C, Commercial District to SF-3, Single-Family Dwelling District was turned in.



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the minimum lot width shall be 50 feet.

B. That said special exception shall be of no force or effect unless the Property is rezoned as described in Section One of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 25.
Meeting Date: April 28, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN 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 (FIRST READING HELD APRIL 14, 2026)

Purpose:
Magrym Consulting on behalf of Jorge Chavez is requesting to rezone the property located at 600 North Dallas to be able to build a single-family dwelling.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The subject property is currently vacant and zoned C, Commercial District. The properties to the north, west, and south are also zoned C, Commercial District, while the properties to the east are zoned MF-22, Multiple-Family Dwelling District. The surrounding area consists primarily of a residential neighborhood.

Analysis:

he subject property is currently vacant and zoned C, Commercial District, which does not permit single-family dwellings. The property owner is requesting a zoning change in order to construct a single-family dwelling on the property.

Although the surrounding properties are also zoned C, Commercial District, the existing development in the area consists primarily of single-family homes and duplexes. The applicant is requesting to rezone the property to SF-3, Single-Family Dwelling District to allow the property to be used for a single-family residence.

While there are currently no SF-3 zoned properties in the immediate vicinity, the area has developed primarily with residential uses rather than commercial development. Rezoning the property would help align the zoning with the existing land use pattern and create greater consistency within the area.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates this area as Urban Medium (U-M). The U-M designation encourages a mix of housing types along with commercial, office, and service uses. The housing mix is intended to include single-family dwellings and duplex.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved with Conditions)

Staff recommends approval of the proposed zone change from C, Commercial District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of April 10, staff has not received letters of objection to this request.

Attachments:
A. ORDINANCE - Z-26-0477.C to SF-3 Ord
B. Z-26-0477, Combined Files
C. CC - - 600 N Dallas, C to SF-3

Rachel Guentensberger, City Secretary Created/Initiated - 4/14/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 22, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH DALLAS STREET AND EAST MICHIGAN AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 7, Block 22, Homestead Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

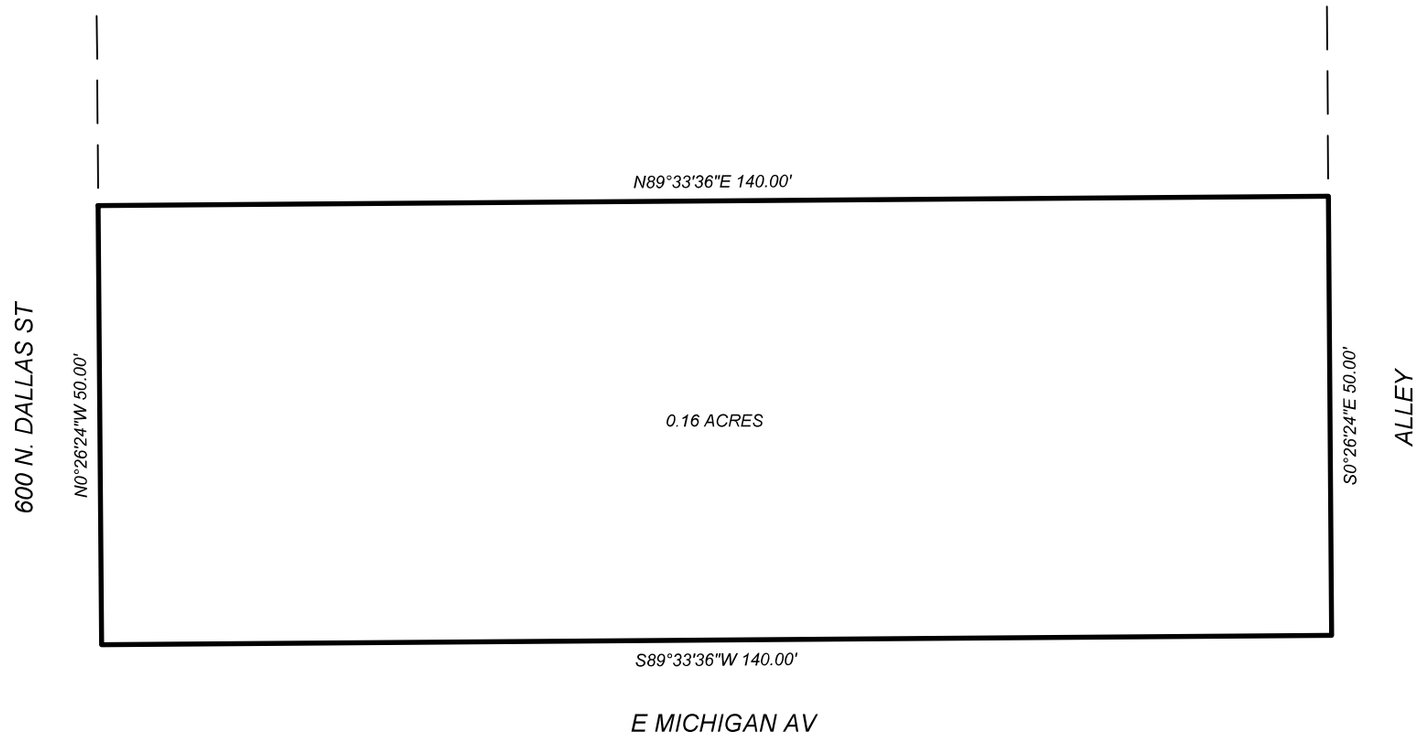
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES

MAGRYM

TX FIRM# 10149500

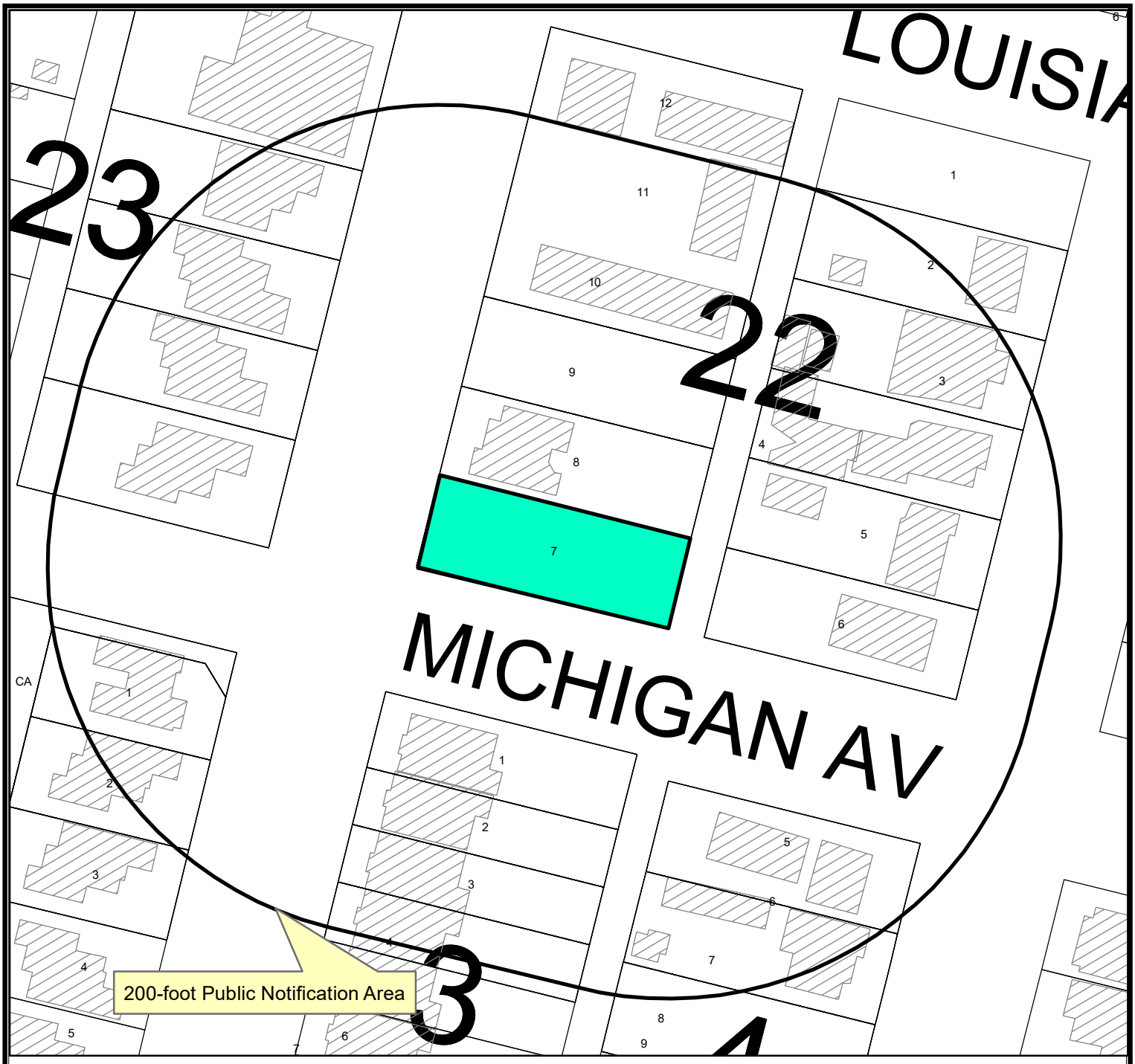
Magrym Consulting, Inc.
110 W Louisiana Ave, Ste. 314
Midland, TX 79701
(432) 684-5548
www.magrym.com

EXHIBIT

LOT 7, BLOCK 22, HOMESTEAD ADDITION AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN, CABINET 1, PAGE 242, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 20'

REVISIONS



Location Map

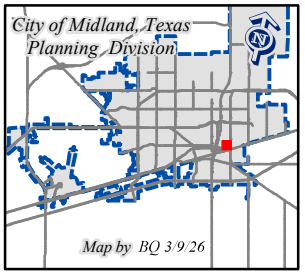
Z-26-0477 **Scale: 1" = 400'**

Consider a request by Magrym Consulting, on behalf of Jorge Chavez, for a Zone Change from C, Commercial District to SF-3, Single-Family Dwelling District on Lot 7, Block 22, Homestead Addition, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of North Dallas and East Michigan. (Council District 2)

LEGEND

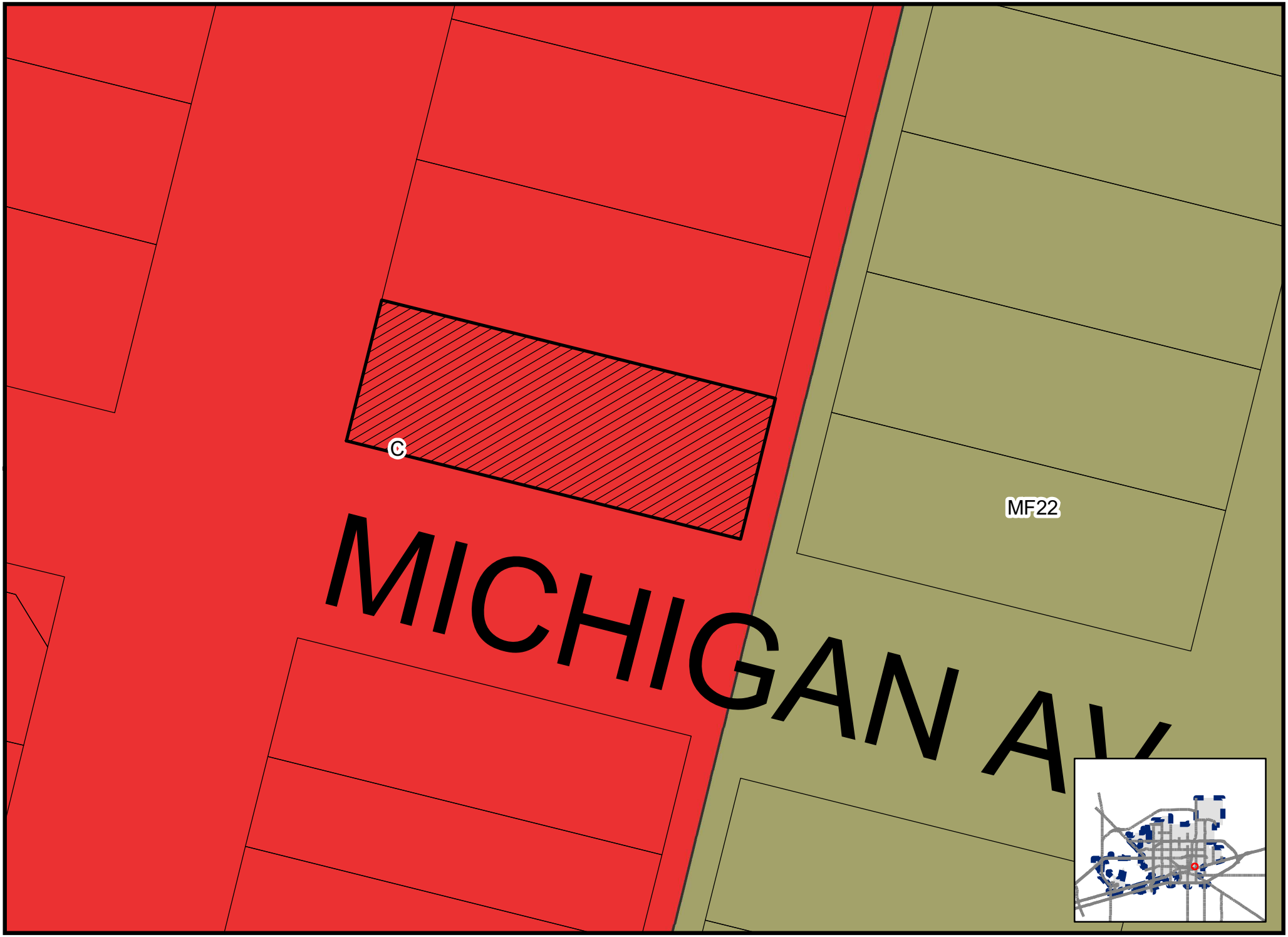
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 3/9/26

Z-26-0477

Scale: 1" = 400'

ZONING MAP

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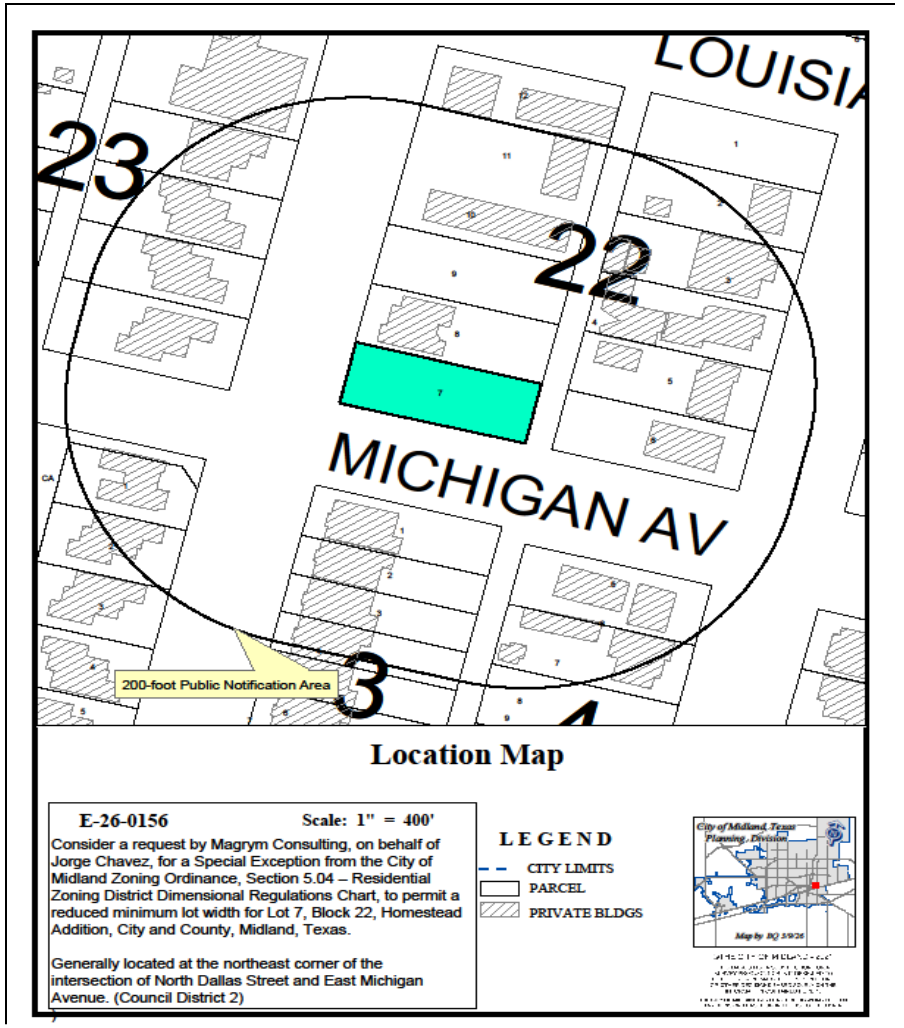

22
MICHIGAN AV




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ZONE CHANGE
600 NORTH DALLAS
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MIDLANDTEXAS.GOV

APPLICATION SUMMARY

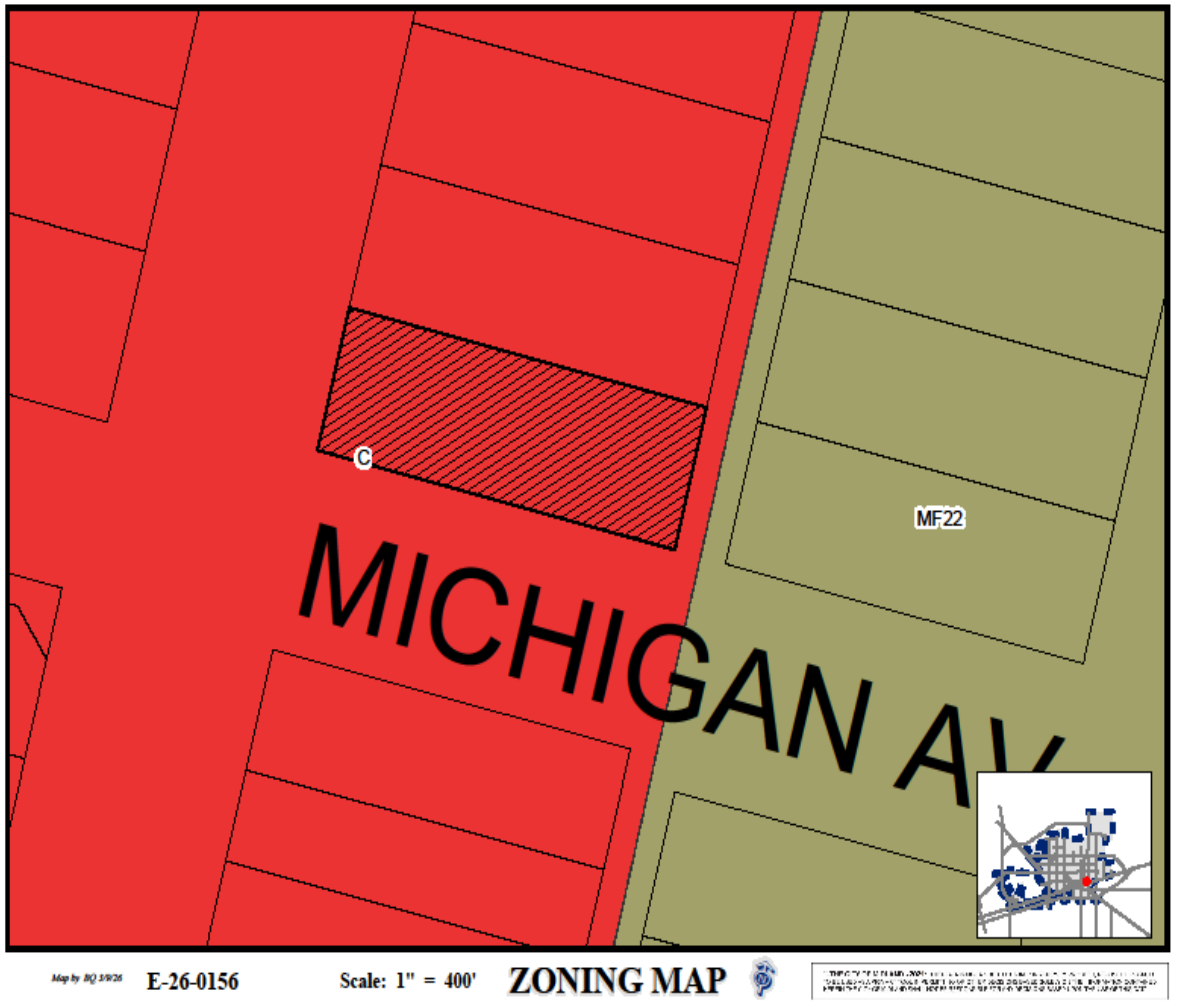
- **Property Owner:** Jorge Chavez
- **Representative:** Ed Aleman, with Magrym Consulting
- **Location:** 600 North Dallas Street (District 2)
- **Reason for Request:** To be able to build a single-family dwelling on the property



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ZONING

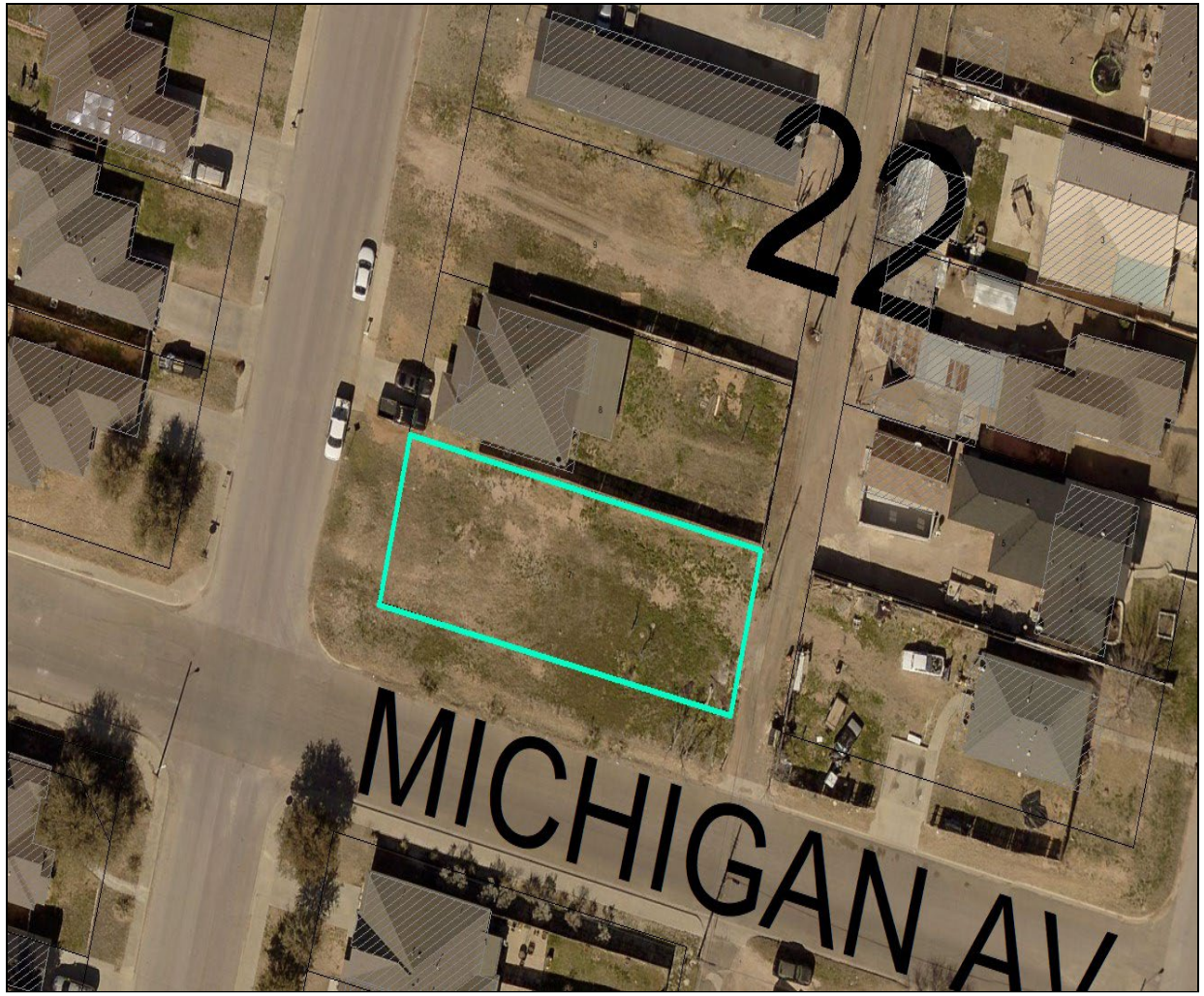
- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
  - **North/South/West:** [C, Commercial District
  - **East:** MF-22, Multiple-Family Dwelling District



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LAND USE

- **Current Use:** Vacant land
- **Surrounding Uses:**
  - **North/South/East/West:** Residential





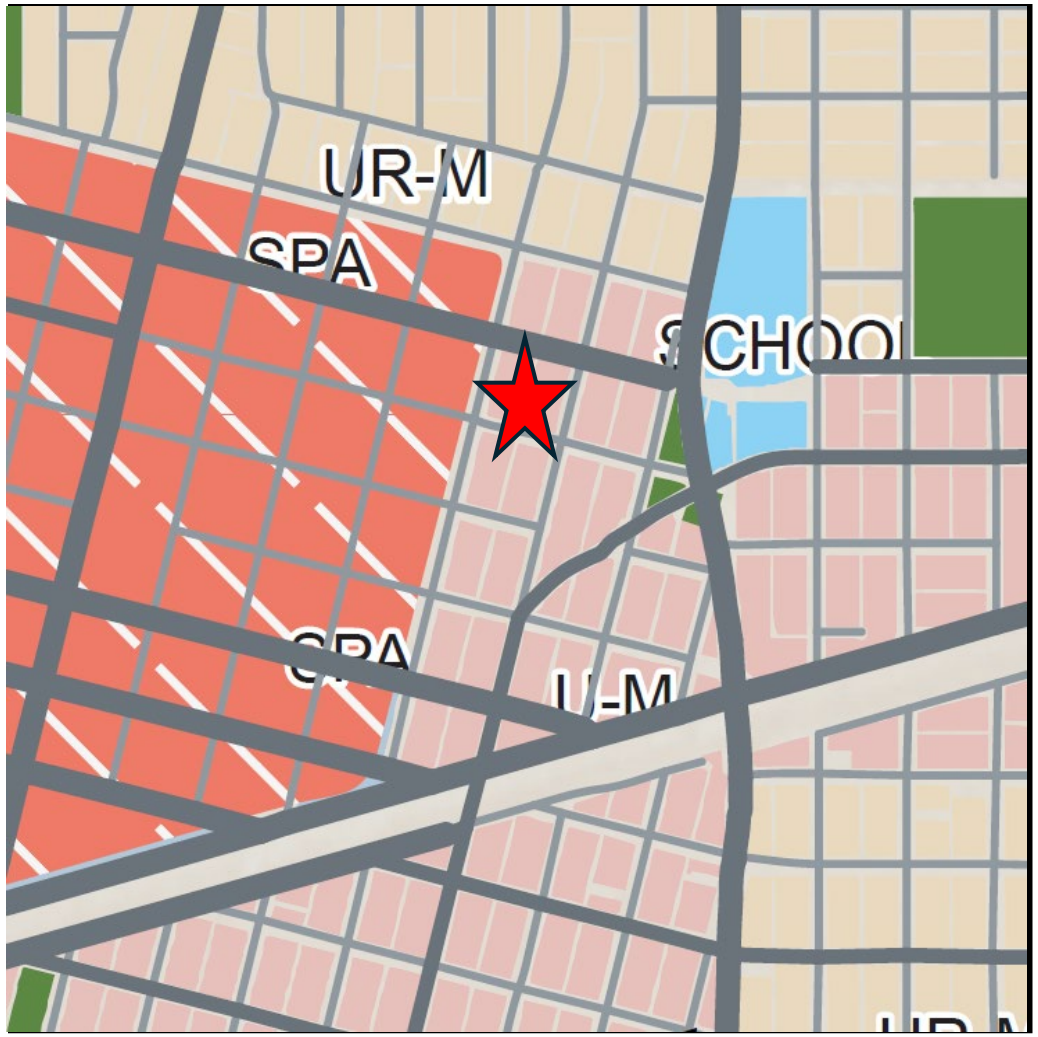
On East Michigan Avenue, Looking North

5

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COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Medium, (U-M)
- **Supported Uses:** Mix of housing types along with commercial, office, and service uses.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



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RELATED ITEMS

- A special exception request for this property is scheduled for the April 14, 2026 City Council meeting.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved this request on April 6, 2026.
- Staff recommends approval of this request.



MISSION

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City Council Meeting

Item Number: 26.
Meeting Date: April 28, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5 AND THE WEST 36 FEET OF LOT 6, BLOCK 2, THE BEDFORD PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH H STREET AND BEDFORD DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY AND (2) A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD APRIL 14, 2026)

Purpose:
Kevin M. Hunstable is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for the property located at 1404 Bedford Drive to permit reduced minimum rear and side setback to 0’ in order to add an addition to the existing dwelling.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Discussion:

The subject property is located at 1404 Bedford Drive. The property owner, Kevin M. Hunstable, is proposing to construct a 1,913-square-foot addition to the rear of the residence. The property owner is requesting a special exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to be able to pull permits for the proposed addition.

The property is zoned SF-1, Single-Family Dwelling District. Per ordinance, the required rear setback is 5 feet, and the side setback is 10 feet due to the property being a corner lot. The applicant is requesting to reduce both the rear and side setbacks to 0 feet.

The surrounding properties also have reduced setbacks. The property to the north of the subject property has both a reduced side yard setback and a reduced rear yard setback, exactly what the applicant is requesting.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area who are enjoying the same privileges of reduced rear and side setback subject to the following conditions:

Conditions:

A. **That the minimum side yard setback on the west side of the Property shall be zero**

feet (0').

B. **That the minimum rear yard setback shall be zero feet (0').**
C. **That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the building shown in the site plan, which is attached hereto as Exhibit A and incorporated herein, including the portion of the building identified as "NEW ADDITION".**

Letters of Objection:

Staff has not received any letters of objection as of April 10, 2026.

Attachments:

A. ORDINANCE W-EXH - E-26-0158.Kevin Hunstable - Red Min Side and Rear Yard Setbacks Ord w Exh
B. E-26-0158, Combined Files
C. E-26-0158, 1404 Bedford Special Exception Red Min Side and Rear Yard Setbacks

Rachel Guentensberger, City Secretary Created/Initiated - 4/14/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5 AND THE WEST 36 FEET OF LOT 6, BLOCK 2, THE BEDFORD PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH H STREET AND BEDFORD DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY AND (2) A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 5 and the west 36 feet of Lot 6, Block 2, The Bedford Place, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) a reduced minimum side yard setback on the west side of the Property and (2) a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the Property shall be zero feet (0').

B. That the minimum rear yard setback shall be zero feet (0').

C. That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the building shown in the site plan, which is attached hereto as Exhibit A and incorporated herein, including the portion of the building identified as "NEW ADDITION".

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

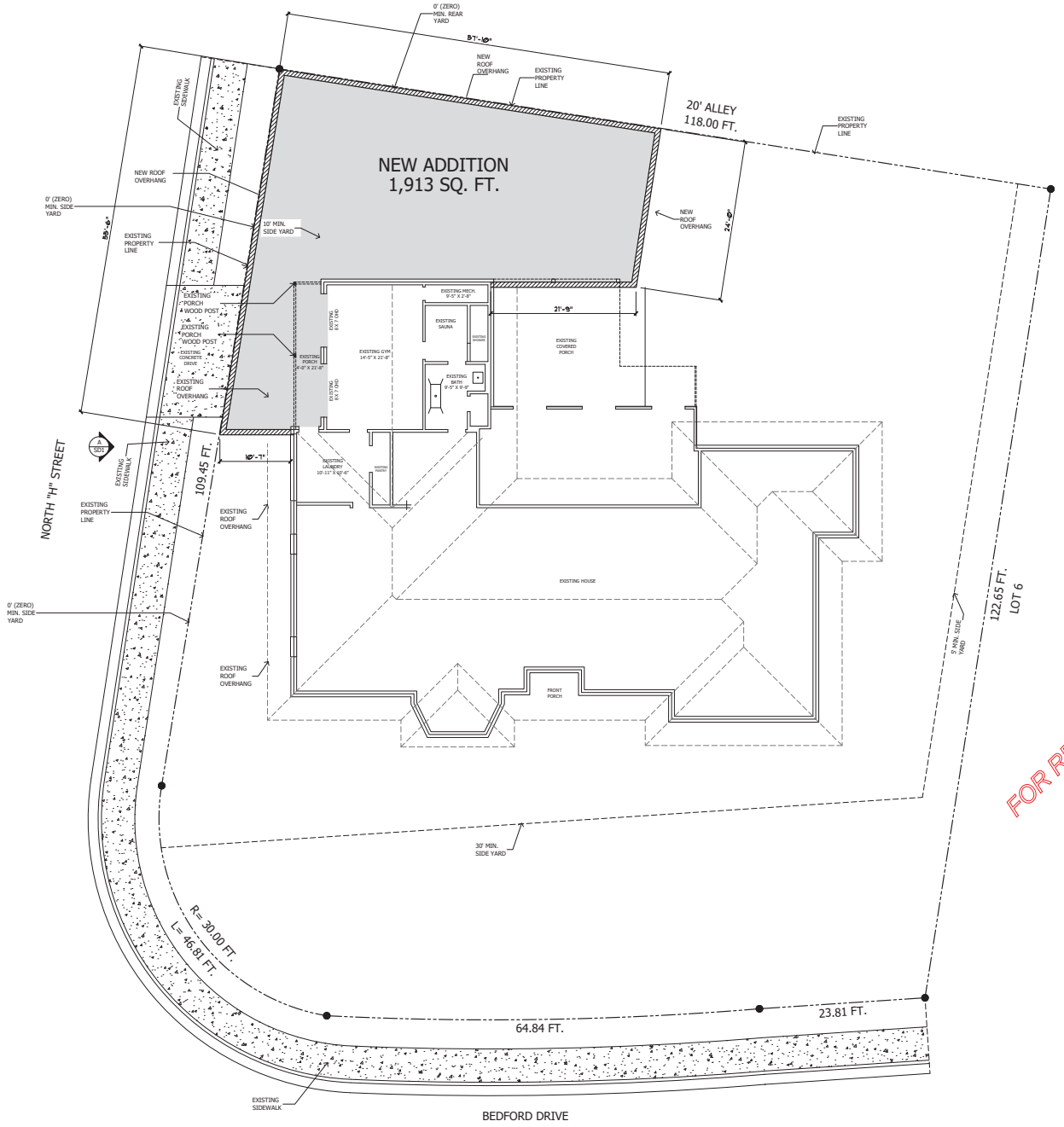
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

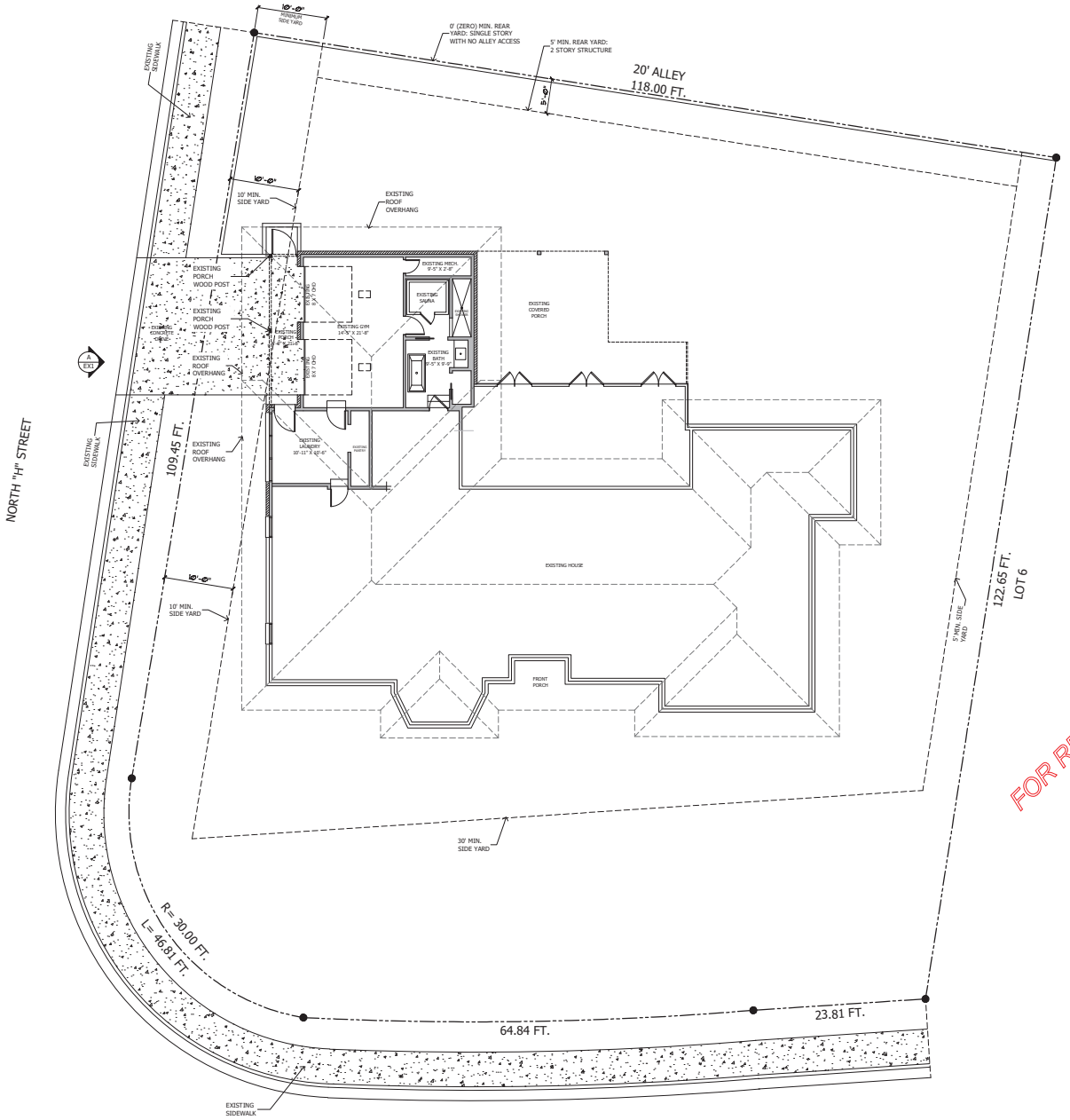


1 SD1 NEW ADDITION AND EXISTING PARTIAL FLOOR PLAN
1"=15'

WALL TYPE
EXISTING WALLS
NEW WALL

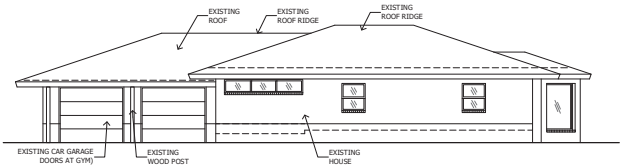
FOR REVIEW

SHEET NUMBER SD1	DATE ISSUED 3/10/2026	1404 BEDFORD DRIVE ALTERATION & ADDITION MIDLAND, TEXAS	BUILDER: 31G CONSTRUCTION LLC FELIPE (432) 978-3180	
2 OF 2 SHEETS JOB NO. 2604				



1 EX1 EXISTING PARTIAL FLOOR PLAN 1"=1'5"

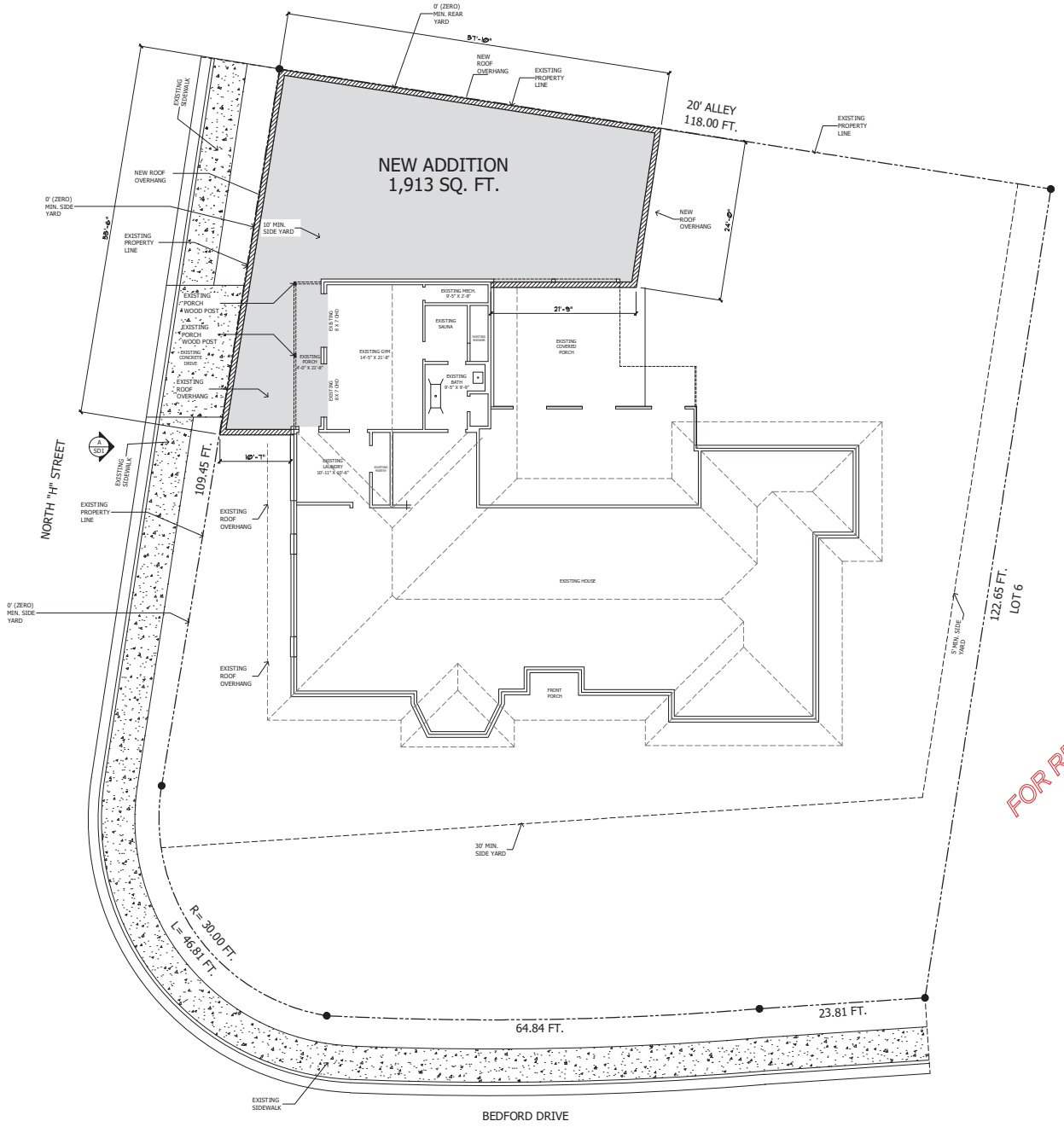
WALL TYPE
EXISTING WALLS



A EX1 EXISTING LEFT ELEVATION (WEST) 1"=1'5"

FOR REVIEW

SHEET NUMBER EX1 1 OF 2 SHEETS JOB NO. 2604	DATE ISSUED 3/10/2026	1404 BEDFORD DRIVE ALTERATION & ADDITION MIDLAND, TEXAS	BUILDER: 31G CONSTRUCTION LLC FELIPE (432) 978-3180	

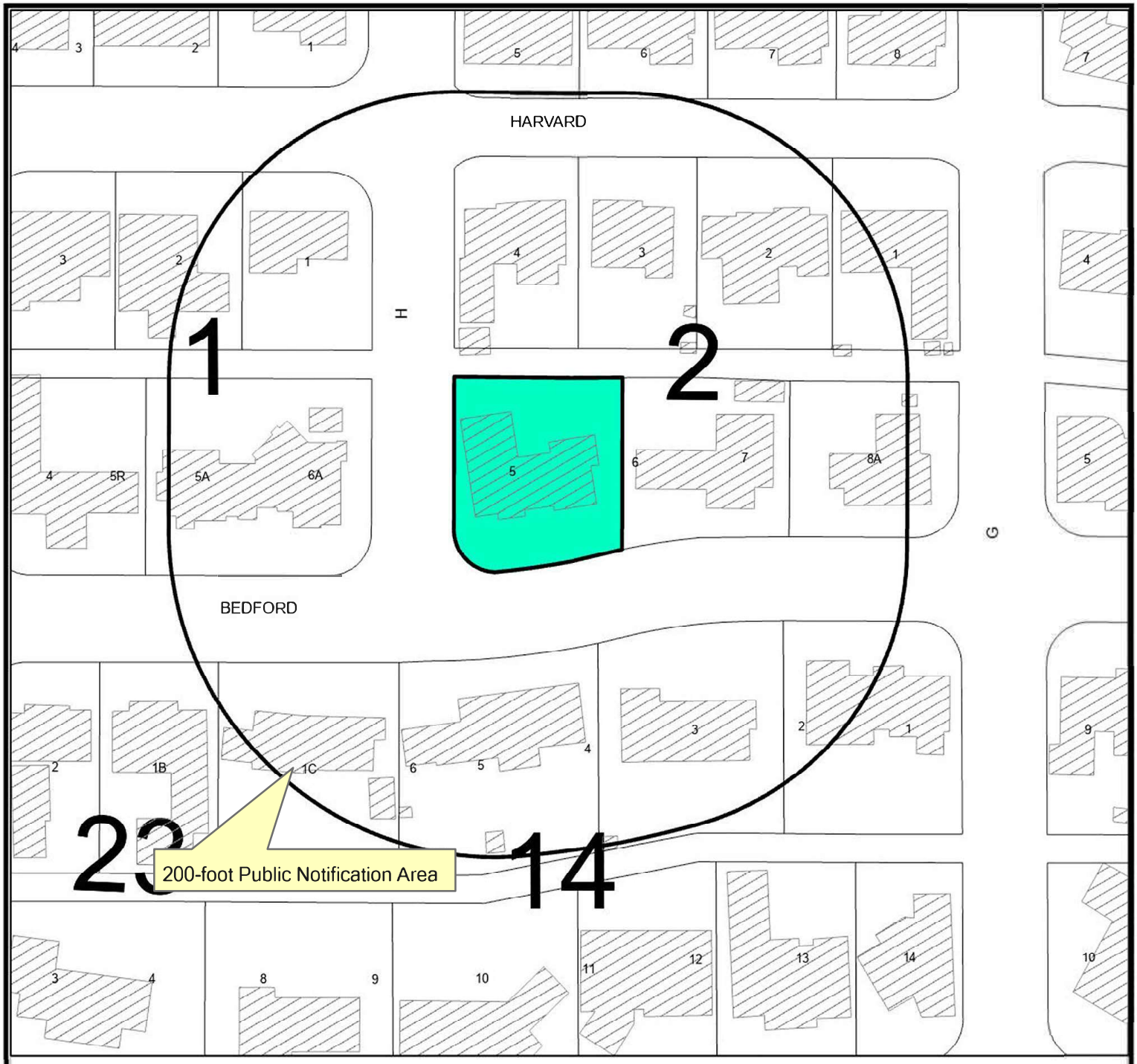


1 SD1 NEW ADDITION AND EXISTING PARTIAL FLOOR PLAN
1"=15'

WALL TYPE
EXISTING WALLS
NEW WALL

SHEET NUMBER: SD1	DATE ISSUED: 3/10/2026	1404 BEDFORD DRIVE ALTERATION & ADDITION MIDLAND, TEXAS	BUILDER: 31G CONSTRUCTION LLC FELIPE (432) 978-3180	

JOB NO. 2604 — 2 OF 2 SHEETS



Location Map

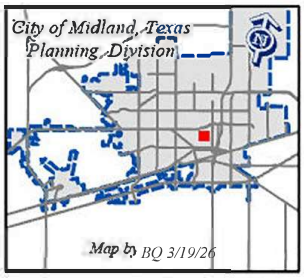
E-26-0158 **Scale: 1" = 1,100'**

Consider a request by Kevin M. Hunstable for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit (1) a reduced minimum side yard setback, and (2) a reduced minimum rear yard setback for Lot 5, and the west 36 feet of Lot 6, Block 2, The Bedford Place, City and County, Midland, Texas.

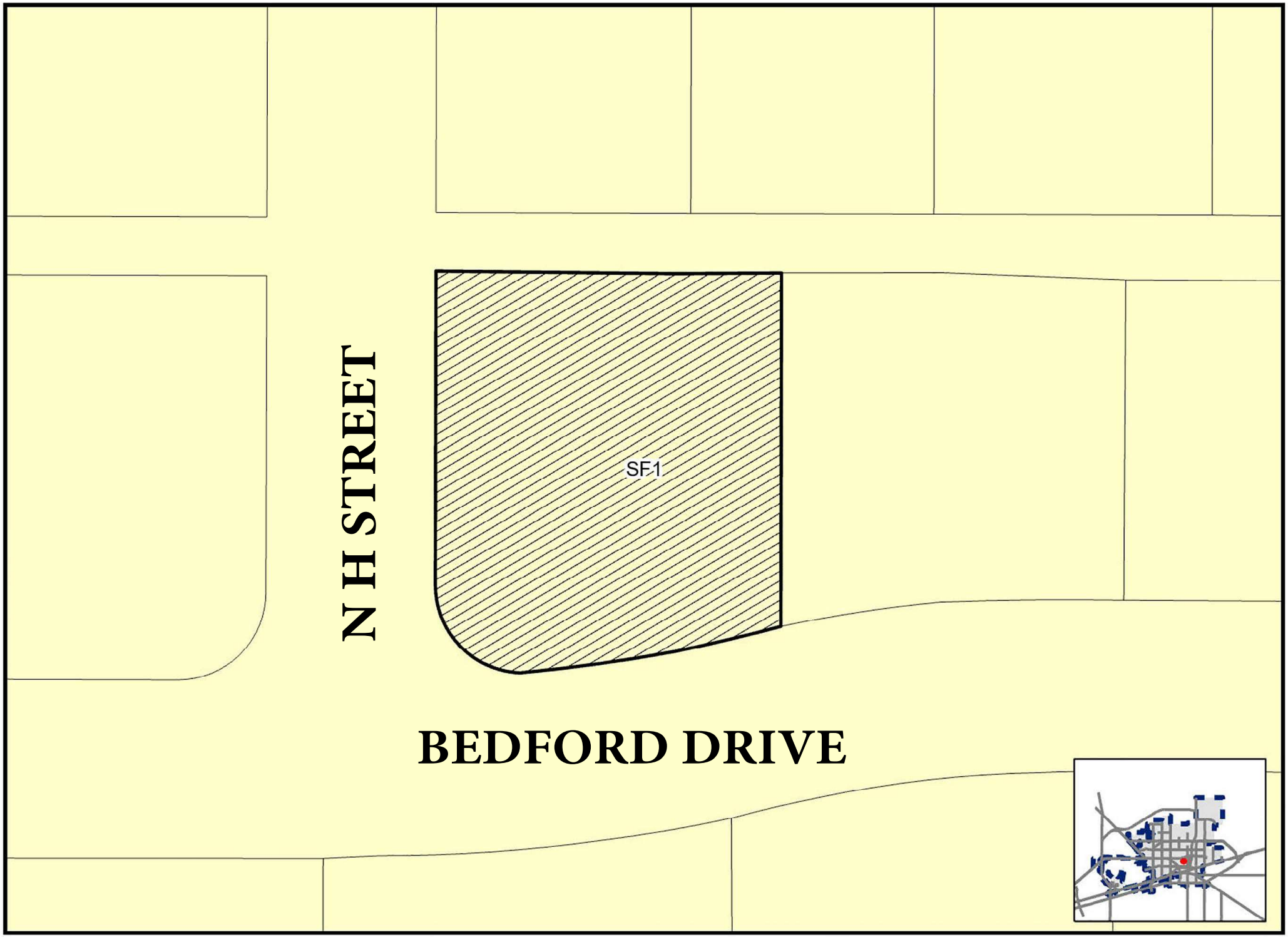
Generally located at the northeast corner of the intersection of North H Street and Bedford Drive. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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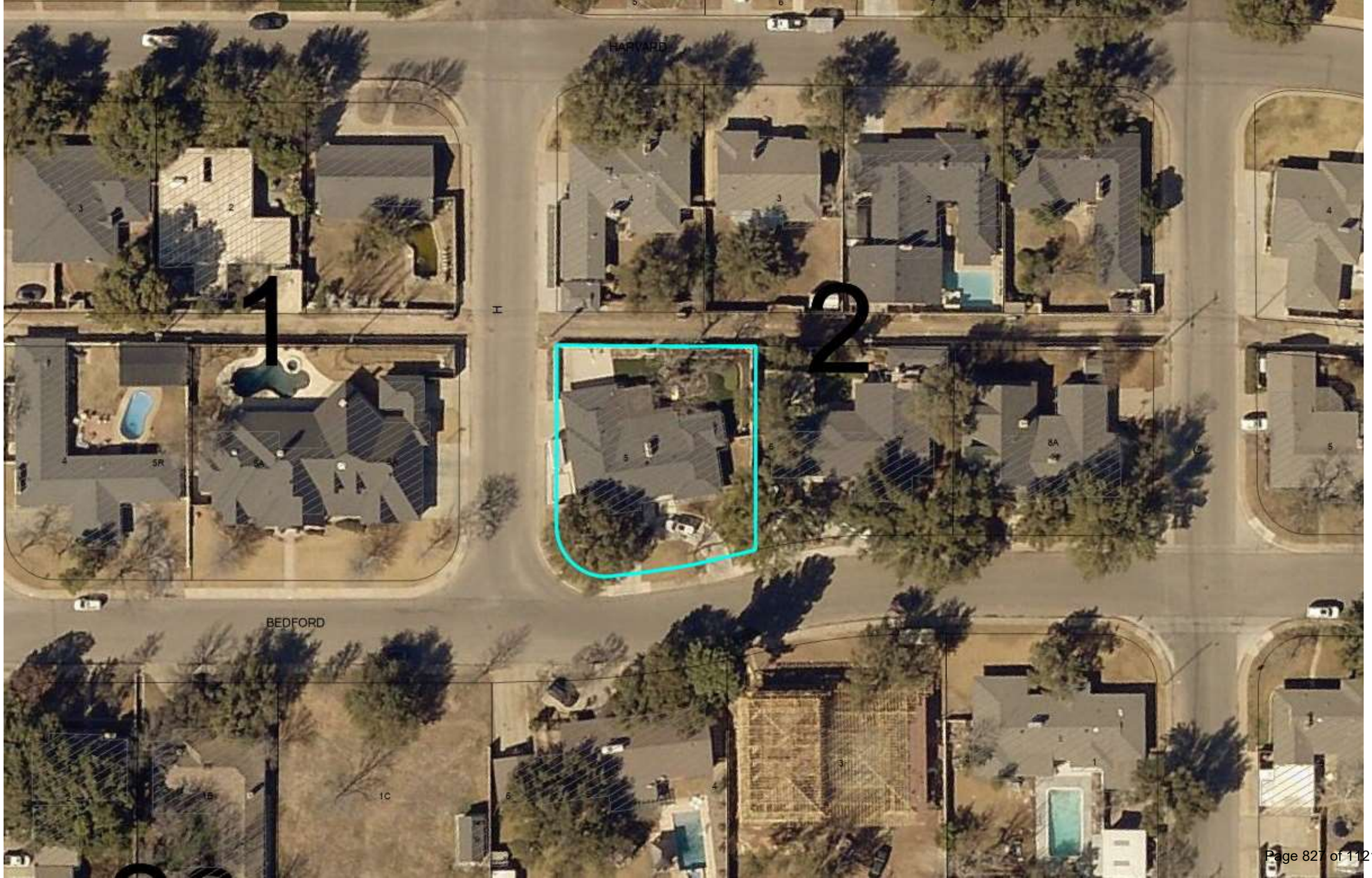
Created: 3/24/2026

E-26-0158

Scale: 1" = 493 '

ZONING MAP

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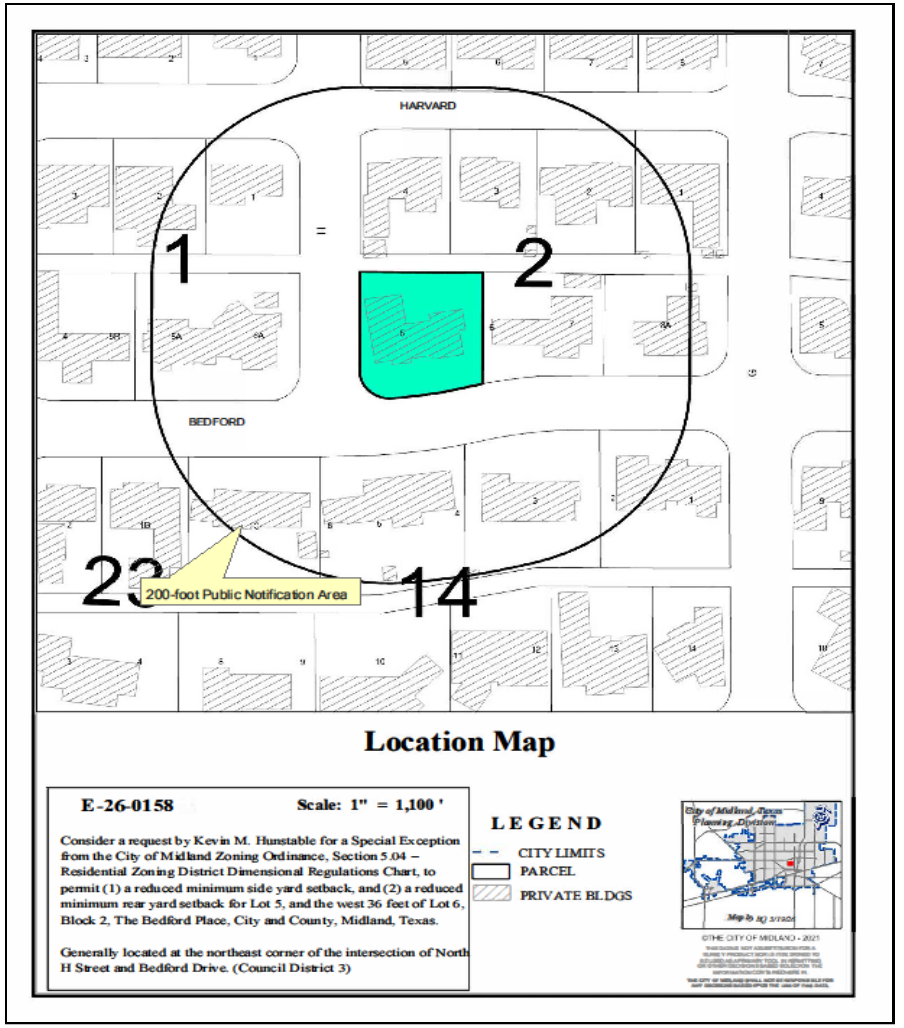

HARVARD
1
2
BEDFORD




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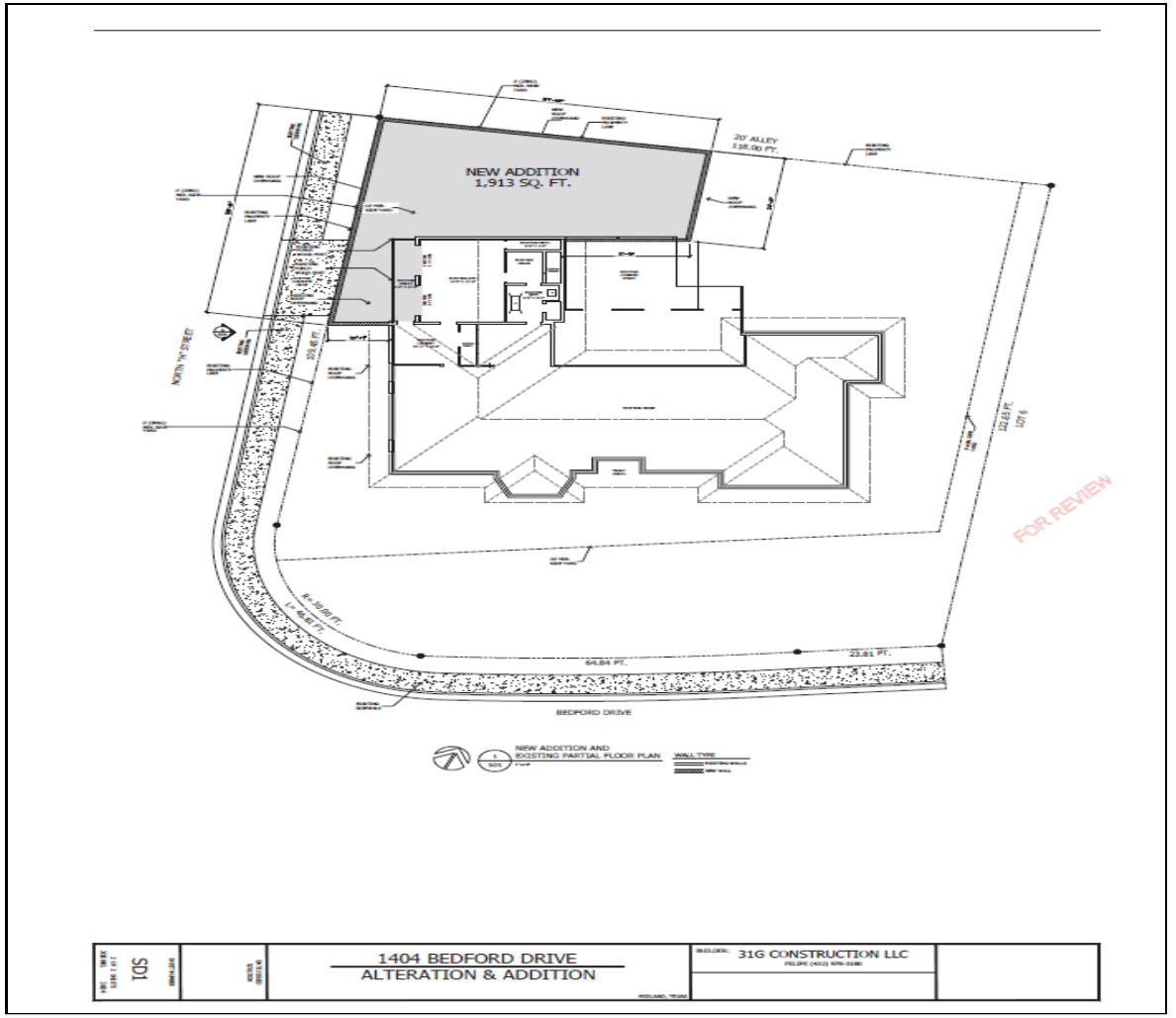
APPLICATION SUMMARY

- **Property Owner/Representative:** Kevin Hunstable
- **Location:** 1404 Bedford Drive (District 3)
- **Reason for Request:** To be able to build an addition to the existing dwelling unit



DETAILS OF REQUEST

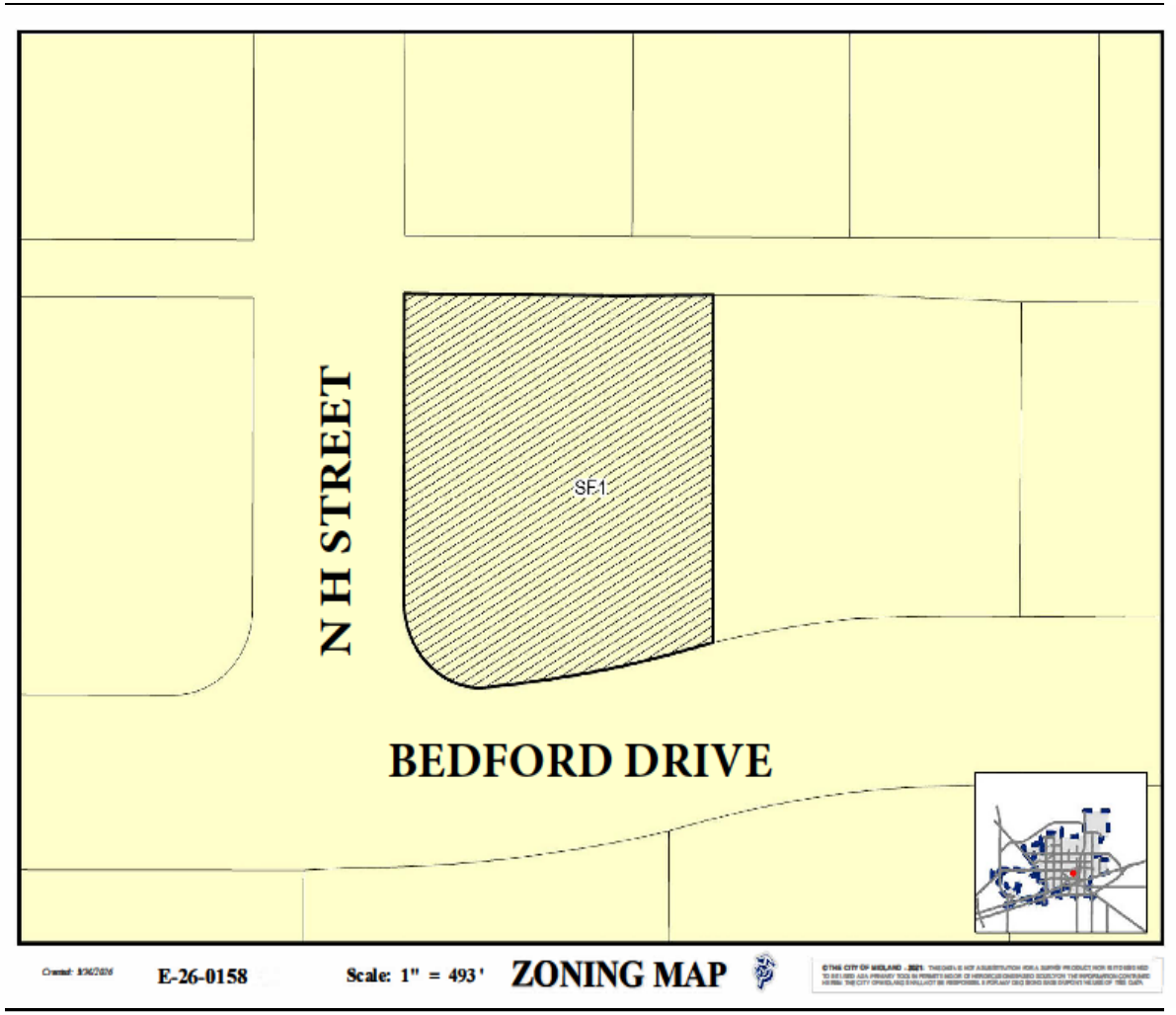
- **Code Requirement:** Minimum side yard setback is 10 feet, and the minimum rear setback is 5 feet
- **Variance Requested:** To reduce the minimum side and rear setback to 0 feet



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ZONING

- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/West/East:** SF-1, Single-Family Dwelling District



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LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
  - **North/South/East/West:** Residential



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On North H Street, Looking East

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STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the minimum side yard setback on the west side of the Property shall be zero feet (0').

B. That the minimum rear yard setback shall be zero feet (0').

C. That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the building shown in the site plan, which is attached hereto as Exhibit A and incorporated herein, including the portion of the building identified as "NEW ADDITION".



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 27.
Meeting Date: April 28, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 THROUGH 4, BLOCK 45, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND LIDDON AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 14, 2026)

Purpose:
Elijio Hernandez Jr., on behalf of MSHED Properties, LLC, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Crude Food located at 1809 North Big Spring Street.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north and east are zoned PD, Planned District for Shopping Center and is the location of a car wash and restaurant. The properties to the south are zoned LR, Local Retail District and is the location of a Dollar Store. The properties to the west are zoned LR, Local Retail District and is single family homes.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The property does not have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 2,056 square feet and the proposed alcohol serviceable area is 983 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 11 a.m. to 12 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Tuesday from 11 a.m. to 12 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

Contact the Fire Marshal's Office for a fire inspection before opening the business.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for Crude Food is acceptable. The property must adhere to the maximum occupant load of 65 persons for the alcohol serviceable area. Occupancy loads must be posted in

accordance with section 1004.3 of the 2015 International Fire Code. There appears to be a trailer or two parked in the back section of the property and a small accessory building as well. Need to make sure that there is still the required amount of parking spaces for the business.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Crude Food is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 983 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
Monday through Sunday from 11 a.m. to 12 a.m (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of April 3, 2026, staff has not received any letters of objections.

Attachments:
A. ORDINANCE W-EXH - SUD-26-0222.Elijio Hernandez Jr (Crude Food) - Alcohol Sales Ord w Exh
B. SUD-26-0222, Combined Docs
C. SUD-26-0222, Alcohol SUD

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 THROUGH 4, BLOCK 45, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND LIDDON AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lots 1 through 4, Block 45, Cowden Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 983 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

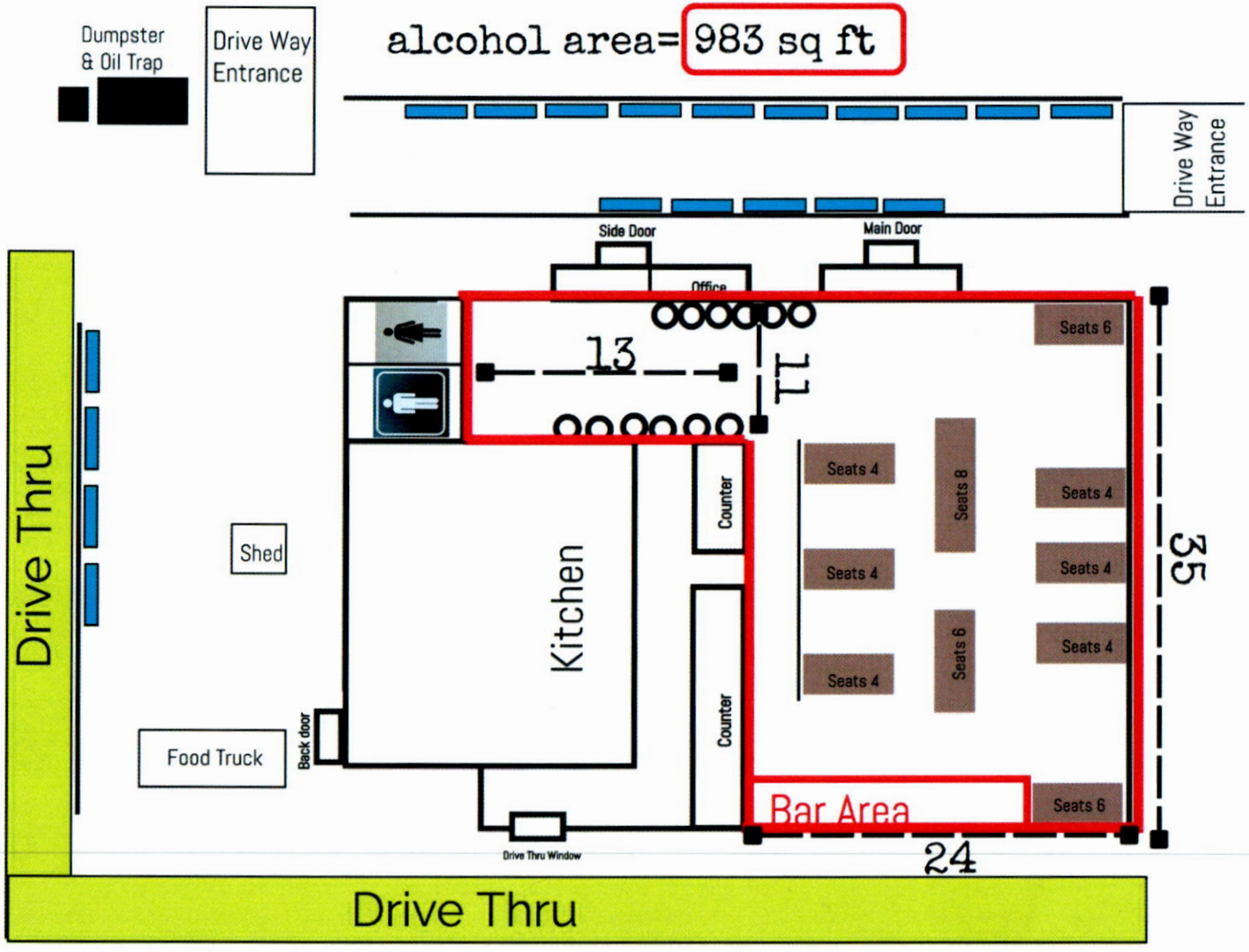
APPROVED AS TO CONTENT
AND COMPLETENESS:

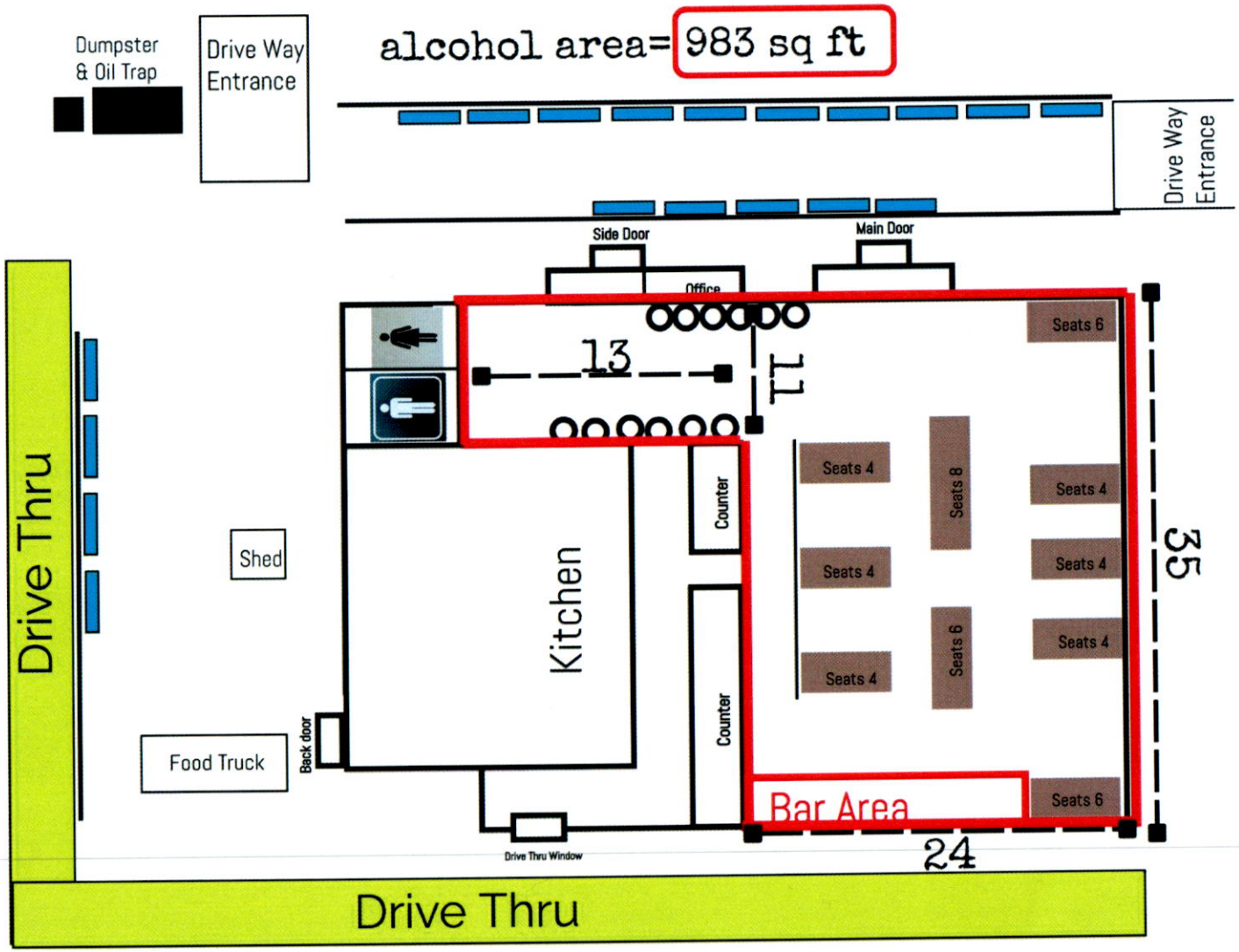
_____
Elizabeth Triggs, Planning and Development Officer

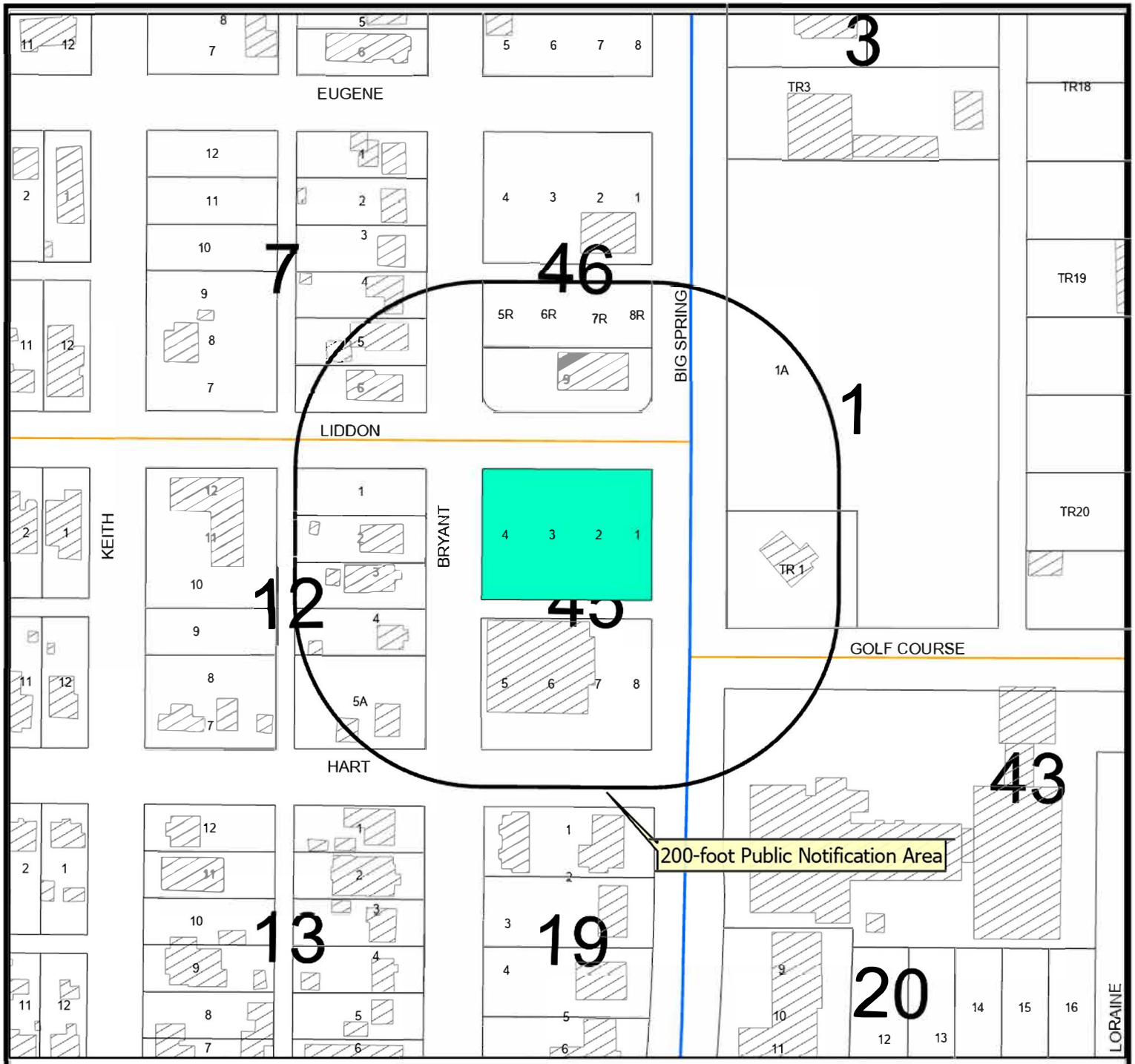
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A


Dumpster & Oil Trap
Drive Way Entrance
alcohol area= 983 sq ft
Drive Way Entrance
Side Door
Main Door
Office
13
11
Seats 6
Seats 4
Seats 8
Seats 4
Seats 4
Seats 4
Seats 4
Seats 6
Seats 4
Counter
Shed
Kitchen
Counter
35
Food Truck
Back door
Bar Area
Seats 6
Drive Thru Window
24
Drive Thru
Drive Thru


alcohol area= 983 sq ft
Dumpster & Oil Trap
Drive Way Entrance
Drive Way Entrance
Side Door
Main Door
Office
13
11
Seats 6
Seats 4
Seats 8
Seats 4
Seats 4
Seats 4
Seats 4
Seats 6
Seats 4
Seats 6
Counter
Counter
Kitchen
Shed
Drive Thru
Food Truck
Back door
Drive Thru Window
Bar Area
35
24
Drive Thru



Location Map

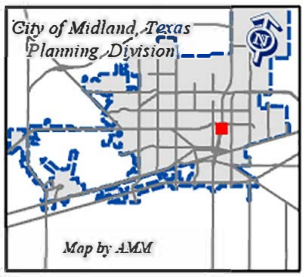
SUD-26-0222 **Scale: 1" = 152 '**

Consider a request by Elijio Hernandez Jr, on behalf of MSHED Properties, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a restaurant, on Lots 1 through 4, Block 45, Cowden Addition, City and County of Midland, Texas.

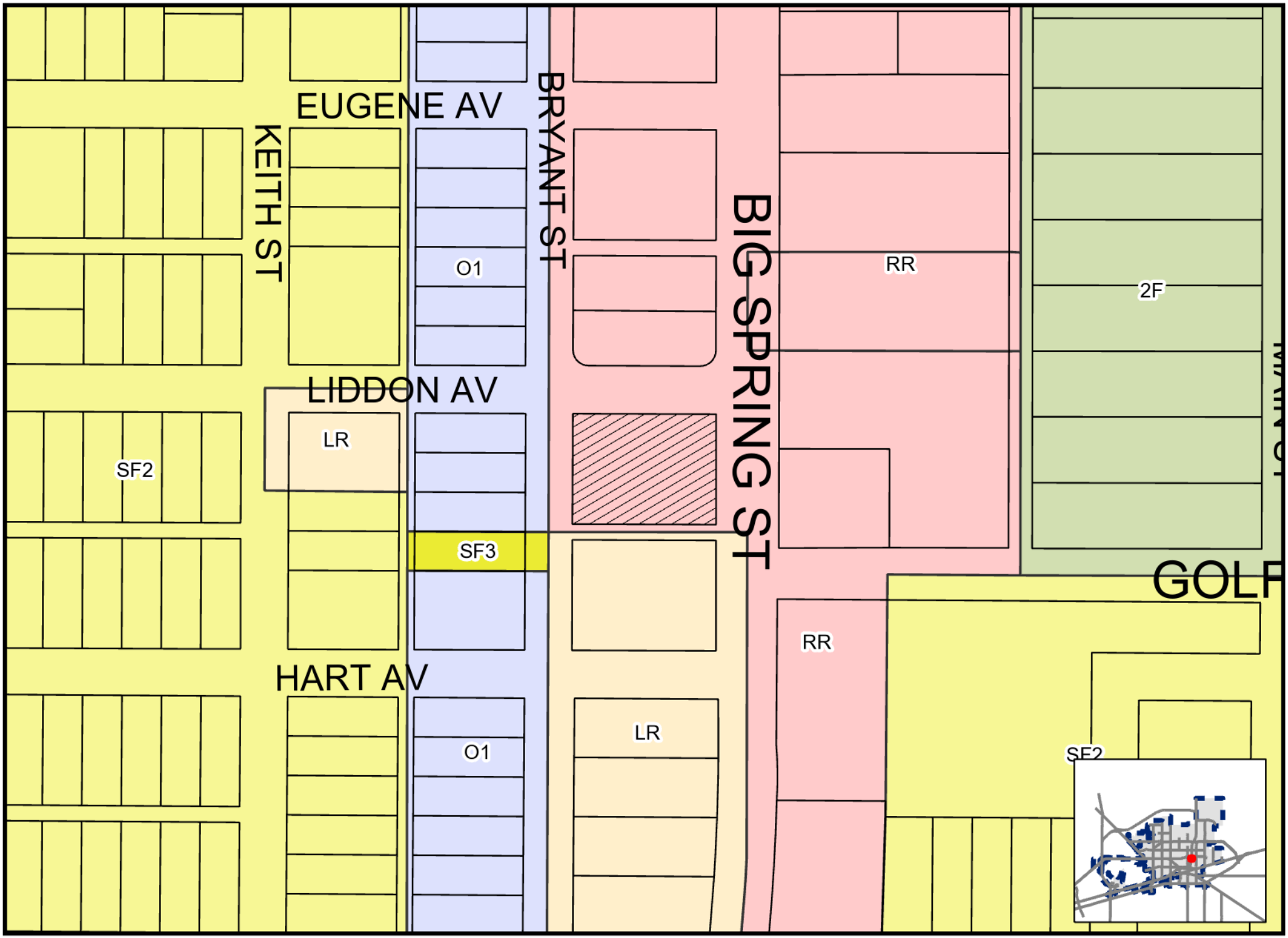
Generally located at the southwest corner of the intersection of North Big Spring Street and Liddon Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



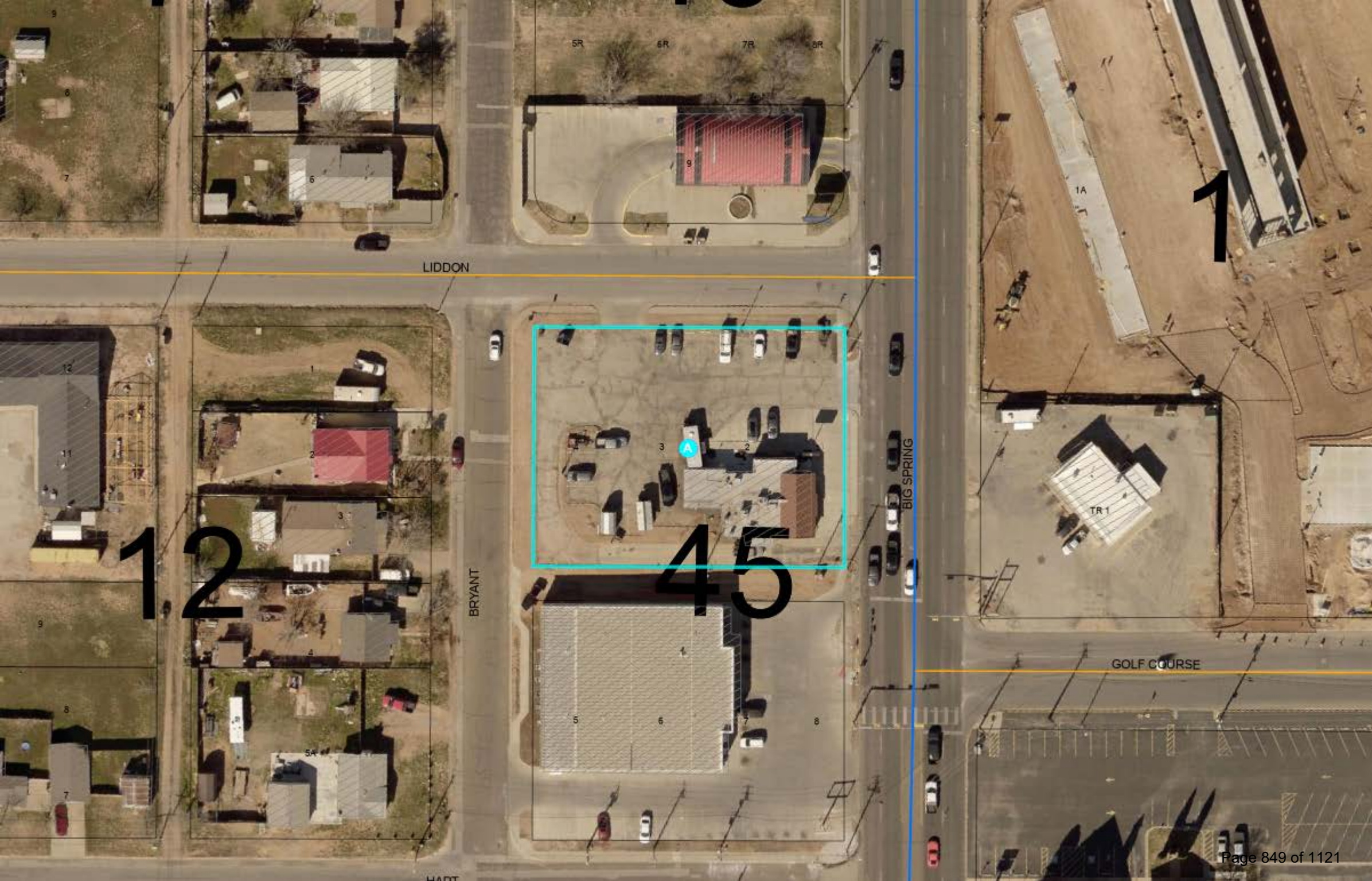
Created: 3/12/2026

SUD-26-0222

Scale: 1" = 152 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS

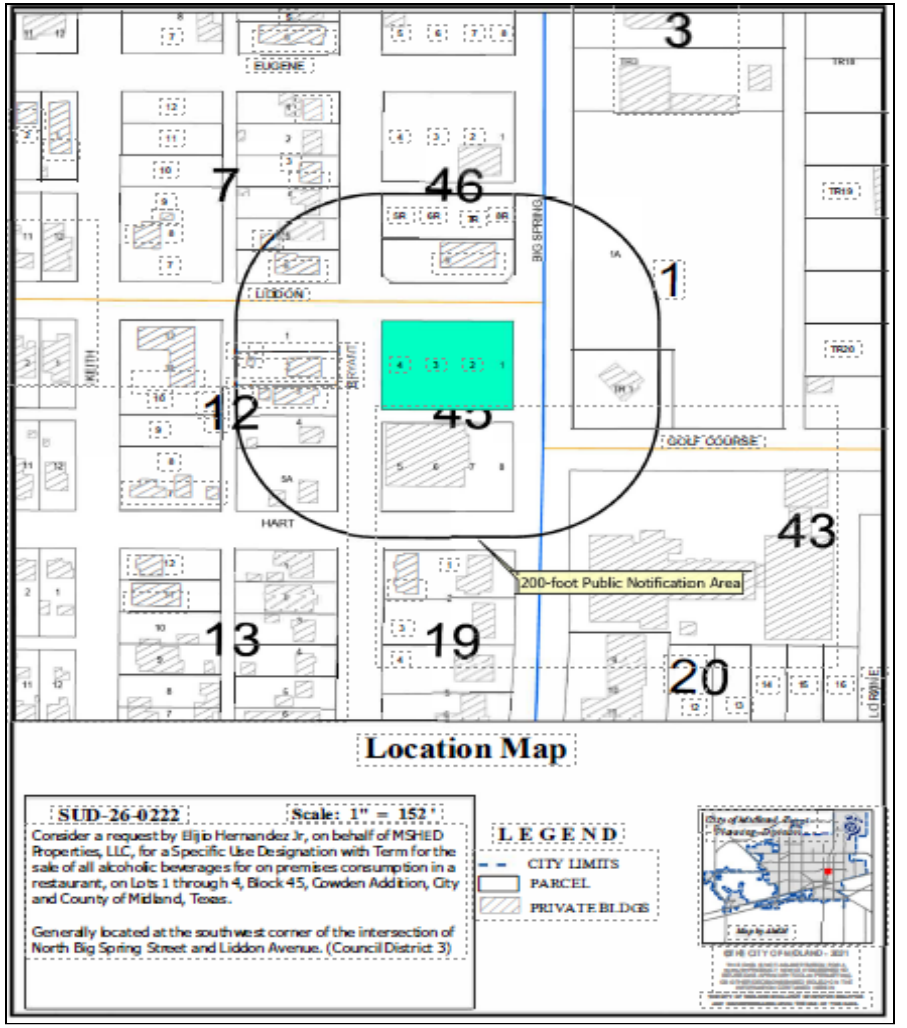

LIDDON
BRYANT
BIG SPRING
GOLF COURSE
12
45
1
1A
TR 1
A


MEX TEX BBQ
CRUDE FOOD
MIDLAND, TEXAS
CRUDE
$6.00
BRISKET
SANDWICH
CRUDE FOOD
noun- [krood-food]
"food fueled by passion"
let us help with your catering needs


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
CRUDE FOOD
Visit Our Website
MIDLANDTEXAS.GOV

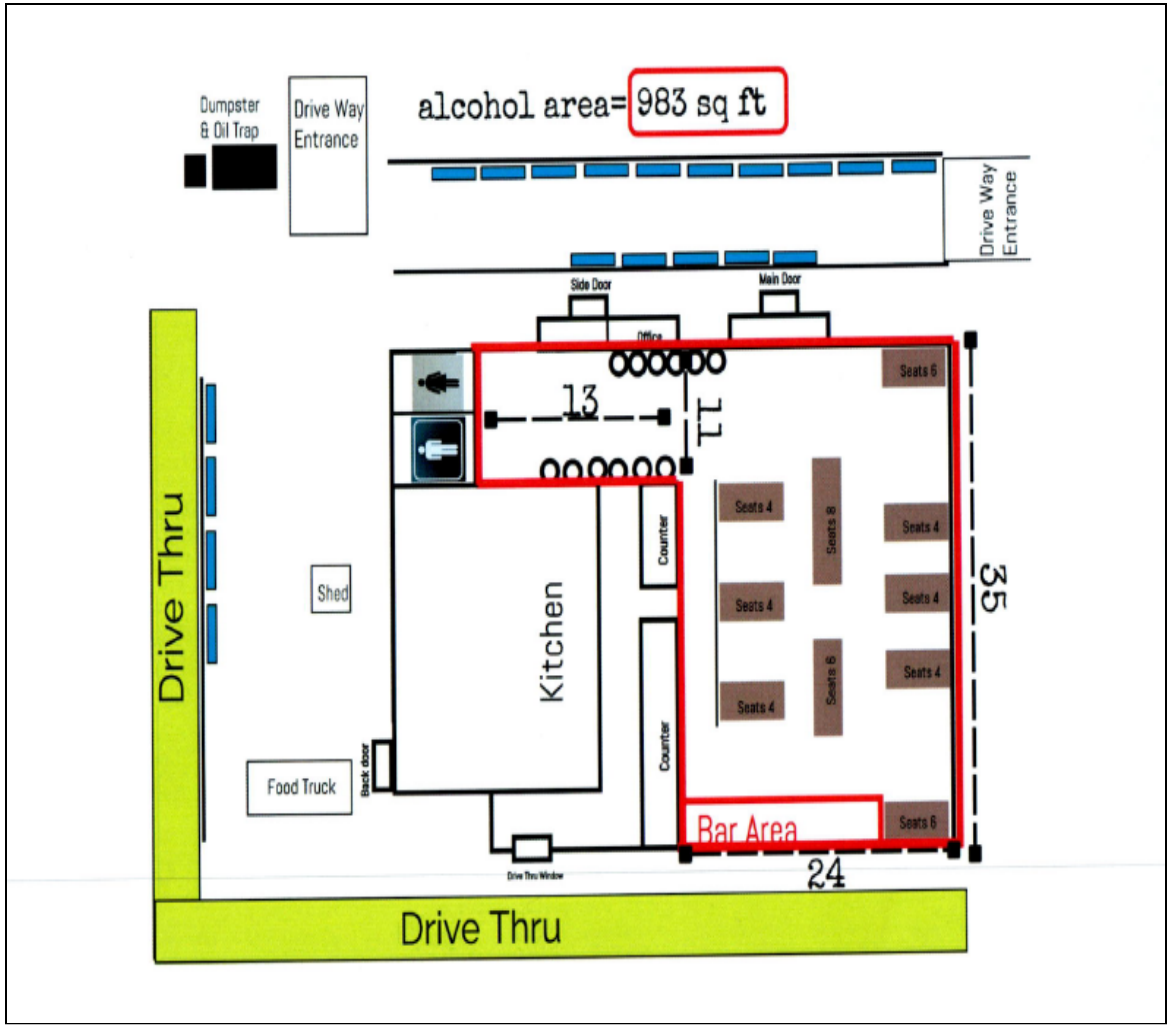
APPLICATION SUMMARY

- **Applicant:** Elijio Hernadez Jr.
- **Property Owner:** MSHED Properties, LLC
- **Location:** (Council District 3)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant.



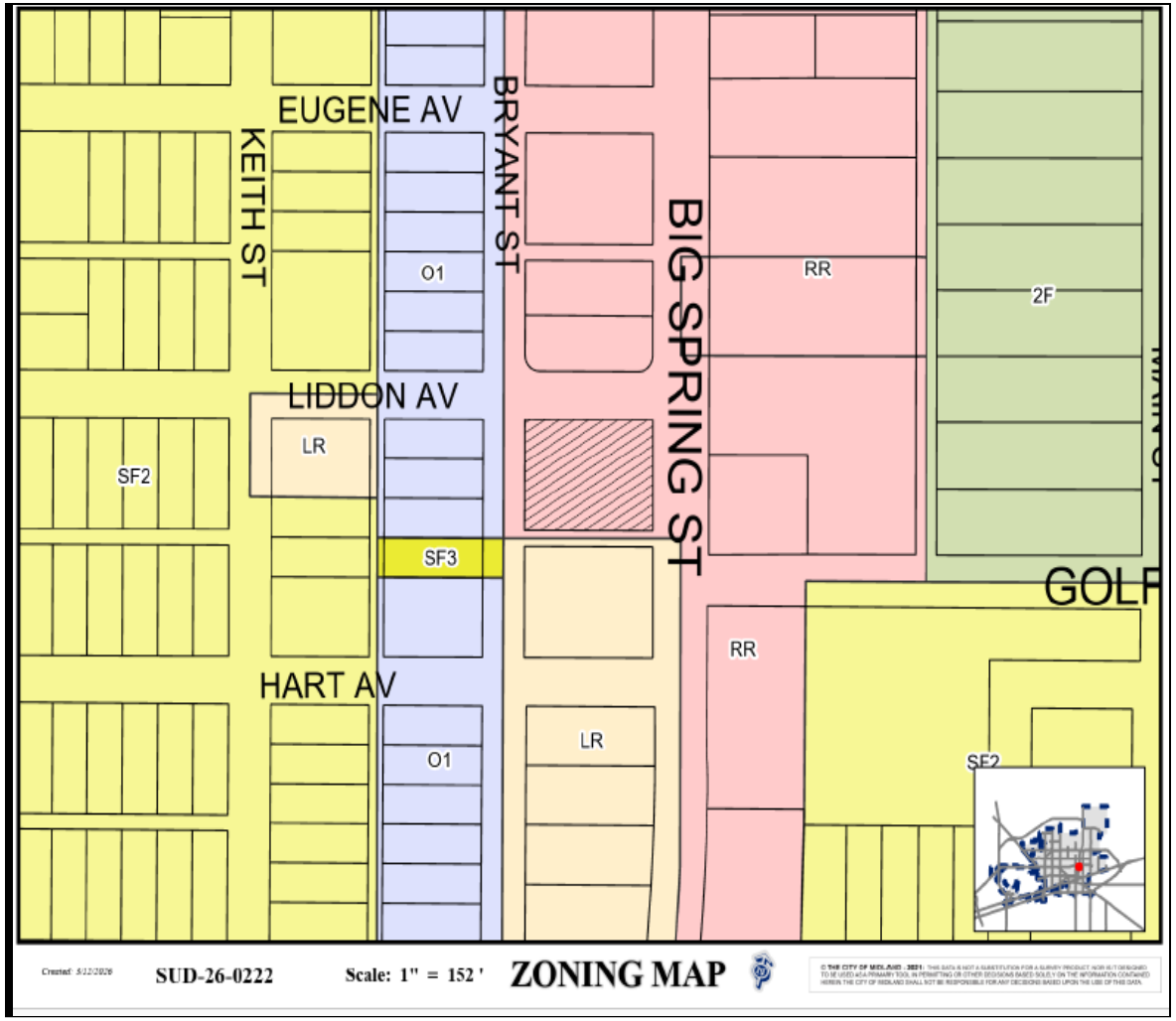
DETAILS OF REQUEST

- **For a new restaurant.**
- **Area of Business:** 2,056 SF
- **Serviceable Area:** 983 SF
- **Hours of Operation and Sales of Alcohol :** Monday through Sunday 11:00 a.m. to 12:00 a.m.



ZONING

- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **North and East:** RR, Regional Retail District
  - **West:** O1, Office District
  - **South:** LR, Local Retail District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



4

LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North and South:** Commercial Use
  - **West:** Single-Family Homes
  - **East and South:** Retail Stores and Shops
- **Proposed Use:** Restaurant



MIDLAND
Be the Energy!



On North Big Spring, Looking South

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 983 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Sunday 11:00 a.m. to 12:00 a.m.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

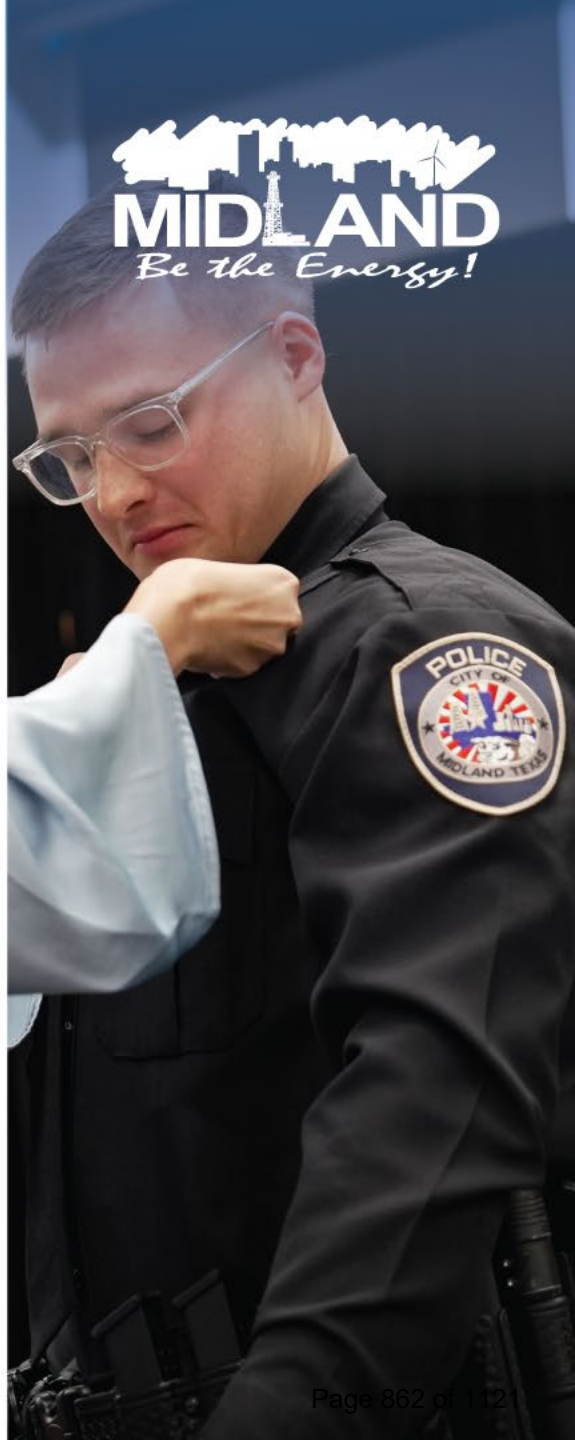
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 28.
Meeting Date: April 28, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,800-SQUARE FOOT PORTION OF LOT 6A, BLOCK 2, AMARON ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 250 FEET NORTH OF CRUMP STREET), 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 (FIRST READING HELD APRIL 14, 2026)

Purpose:
Tacos Wey is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 2212 Rankin Highway for Tacos Wey.

Recommended Action:
Approve

Fiscal Impact:

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District

Surrounding Zoning and Land Use:

Surrounding properties to the north, east and south are zoned PD, Planned Development Districts. Properties to the north and east are restaurants and retail stores. The property to the south is Hotel. The property to the west is zoned O2, Office District and is a hotel.

Analysis:

The property is located at 2212 Rankin Highway and is currently zoned PD, Planned Development District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the restaurant, Tacos Wey, is 3,800 square feet and the proposed alcohol serviceable area is 1,376 square feet.

The proposed days and hours of operation are:

Monday through Thursday from 11:00 a.m. to 10 p.m.
Friday through Sunday from 11:00 a.m. to 11:00 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday from 11:00 a.m. to 10 p.m.
Friday through Sunday from 11:00 a.m. to 11:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for Tacos Wey is acceptable. The property must adhere to the maximum occupant

load of 91 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Tacos Wey is an establishment that will provide Midland residents with a unique social gathering experience.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A.That the serviceable area shall be limited to approximately 1,376 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to:
Monday through Thursday from 11:00 a.m. to 10:00 p.m.; and
Friday through Sunday from 11: a.m. to 11:00 p.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of April 3, 2026 staff has not received any letters of objections.

Attachments:
A. ORDINANCE W-EXH - SUD-26-0223.Tacos Wey - Alcohol Sales Ord w Exh
B. SUD-26-0223, Combined Docs
C. SUD-26-0223, Alcohol SUD

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,800-SQUARE FOOT PORTION OF LOT 6A, BLOCK 2, AMARON ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 250 FEET NORTH OF CRUMP STREET), 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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 3,800-square foot portion of Lot 6A, Block 2, Amaron Addition, Section 6, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,376 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

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Friday through Sunday from 11:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

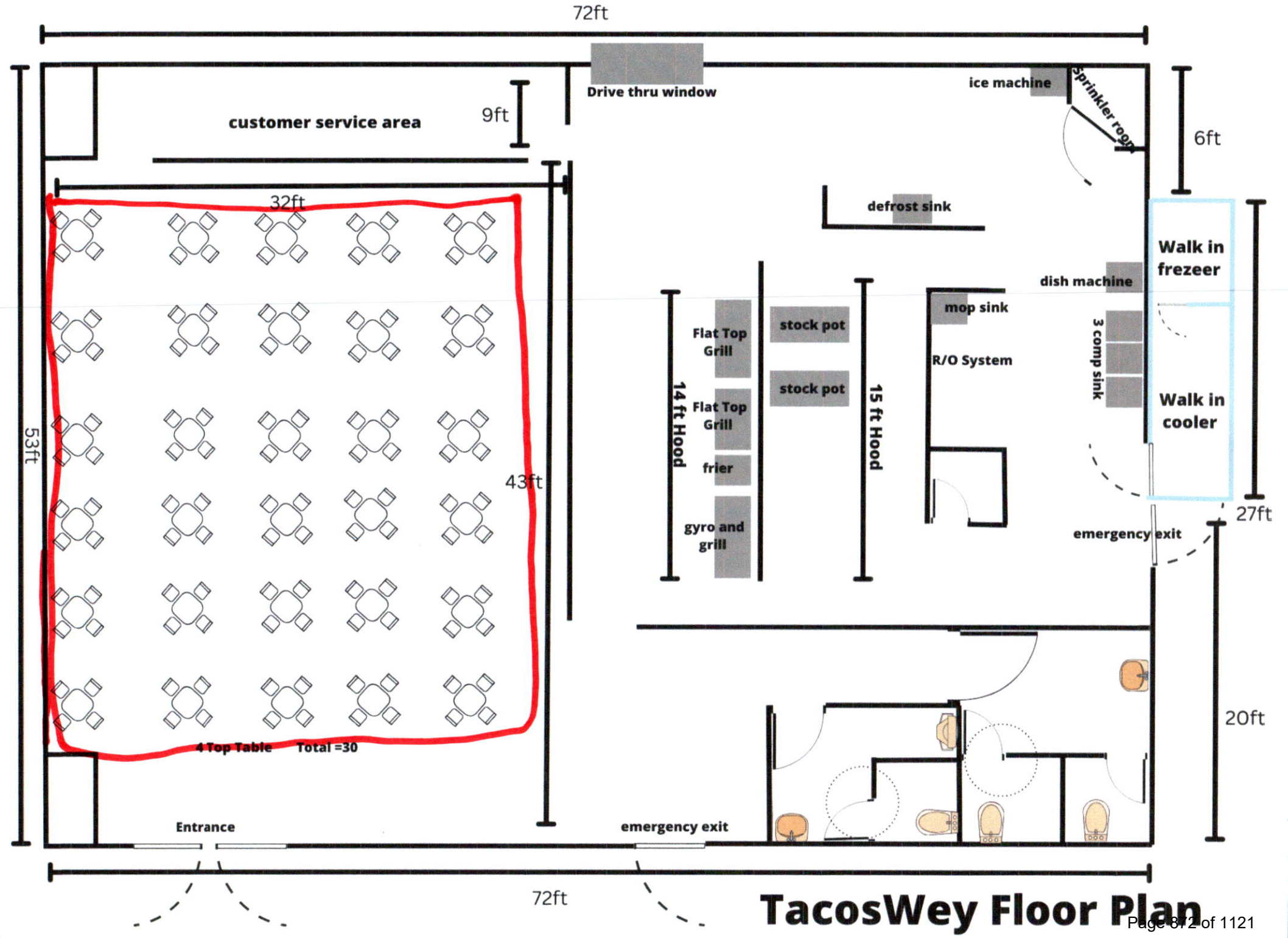
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AND COMPLETENESS:

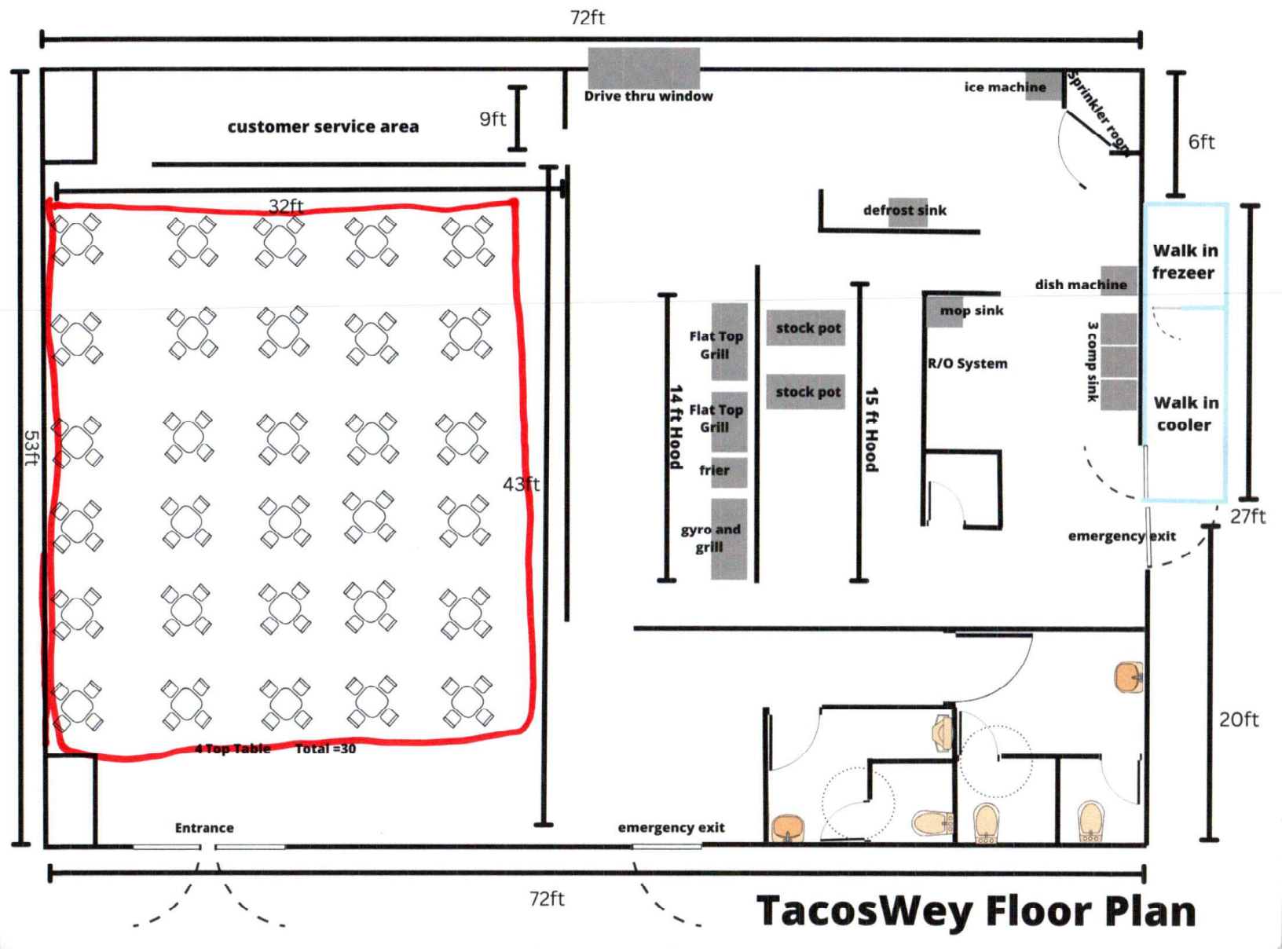
_____
Elizabeth Triggs, Planning and Development Officer

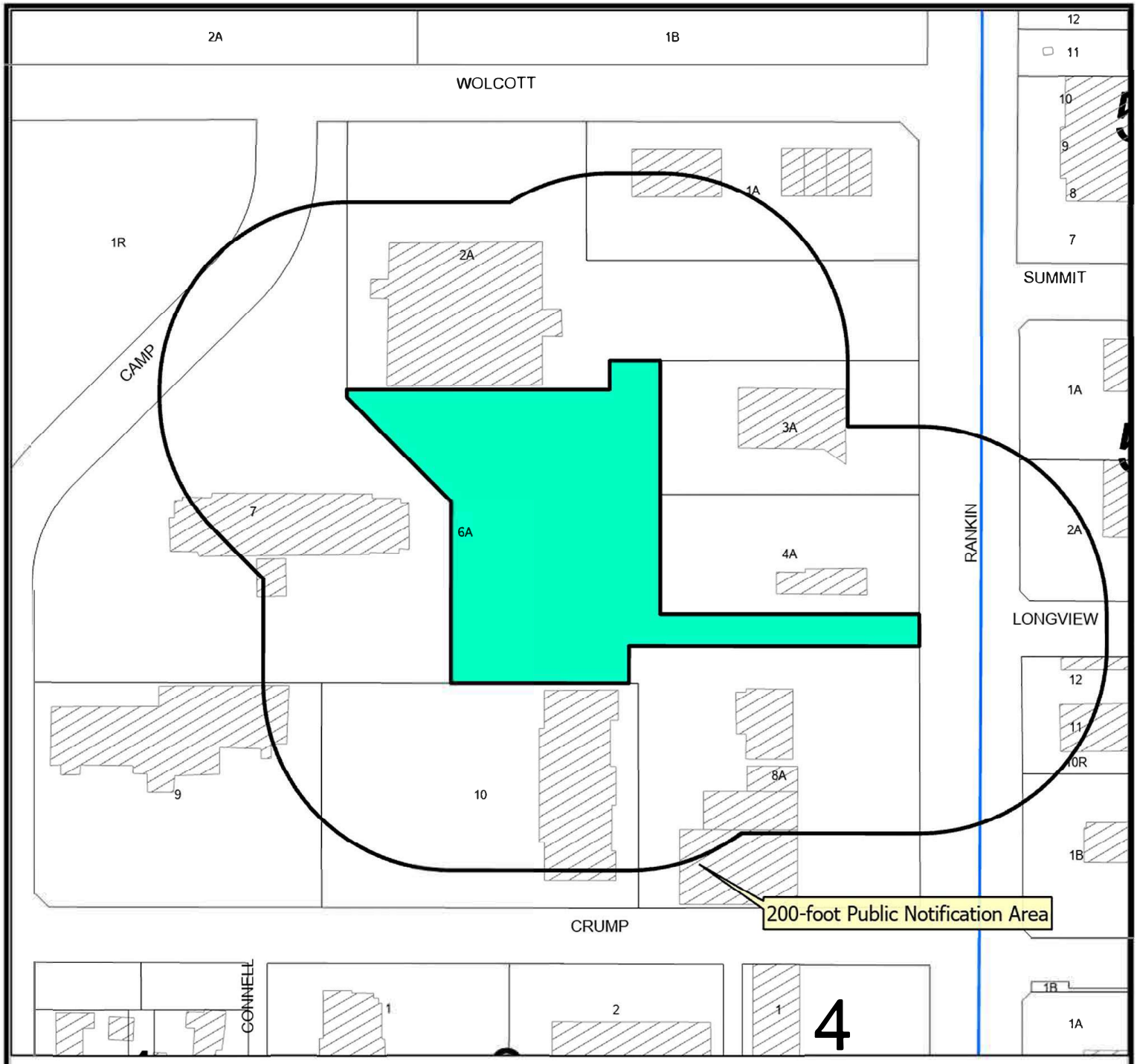
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A


72ft
Drive thru window
ice machine
sprinkler room
customer service area
9ft
6ft
32ft
defrost sink
Walk in frezeer
dish machine
mop sink
3 comp sink
Flat Top Grill
stock pot
R/O System
14 ft Hood
Flat Top Grill
stock pot
15 ft Hood
Walk in cooler
frier
gyro and grill
53ft
43ft
27ft
emergency exit
20ft
4 Top Table Total =30
Entrance
emergency exit
72ft
TacosWey Floor Plan


72ft
Drive thru window
ice machine
Sprinkler room
customer service area
9ft
6ft
32ft
defrost sink
Walk in frezeer
dish machine
mop sink
3 comp sink
Flat Top Grill
stock pot
14 ft Hood
15 ft Hood
R/O System
Walk in cooler
Flat Top Grill
stock pot
53ft
43ft
frier
gyro and grill
27ft
emergency exit
20ft
4 Top Table
Total =30
Entrance
emergency exit
72ft
TacosWey Floor Plan



Location Map

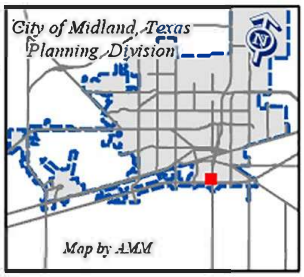
SUD-26-0223 **Scale: 1" = 152 '**

Consider a request by Tacos Wey for a Specific Use Designation with Term for the Sale of all alcoholic beverages for on premises consumption in a restaurant, on a 3,800 square foot portion of Lot 6A, Block 2, Amaron Addition, Section 6, City and County of Midland, Texas.

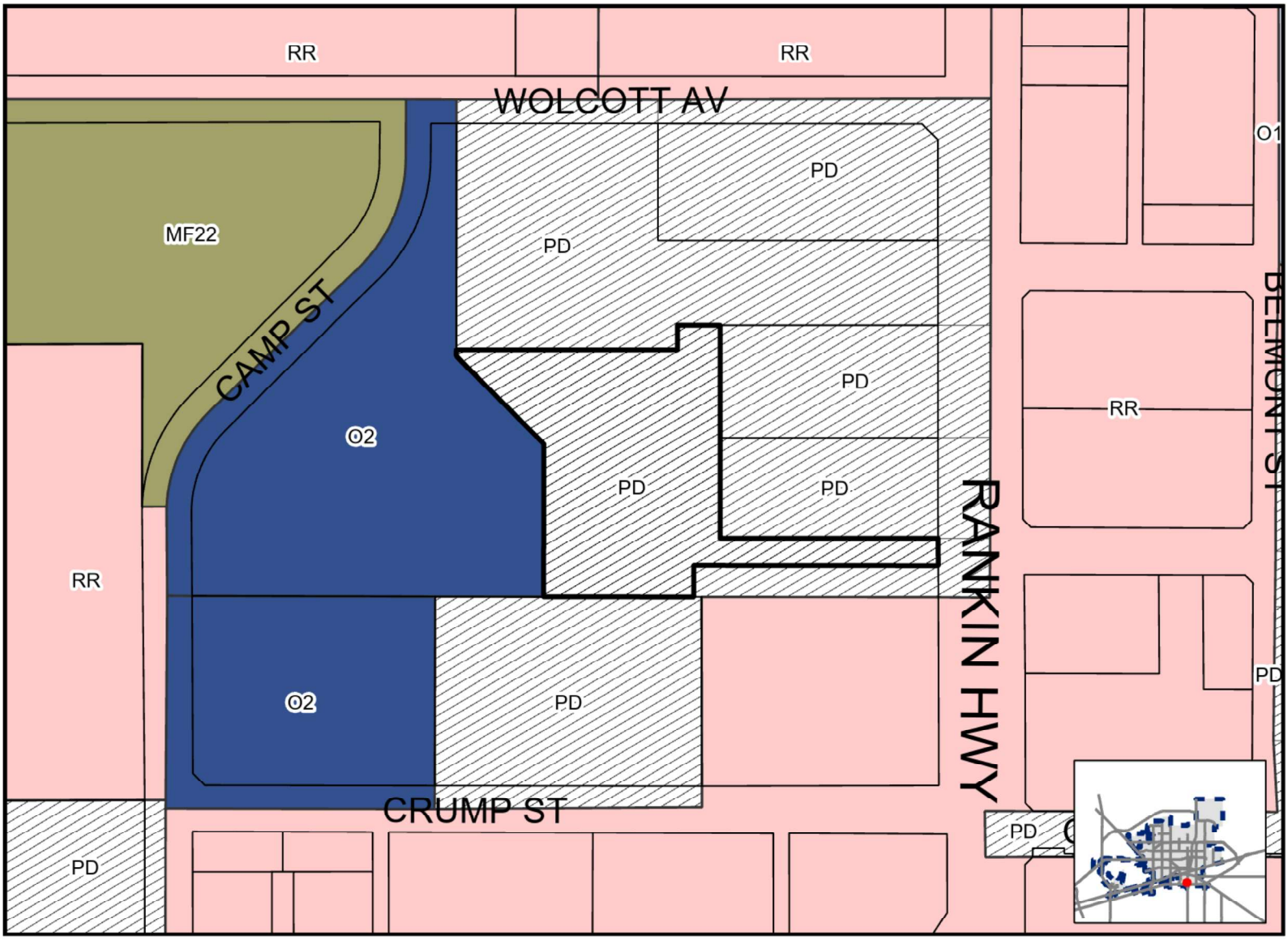
Generally located on the west side of Rankin Highway, approximately 250 feet north of Crump Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

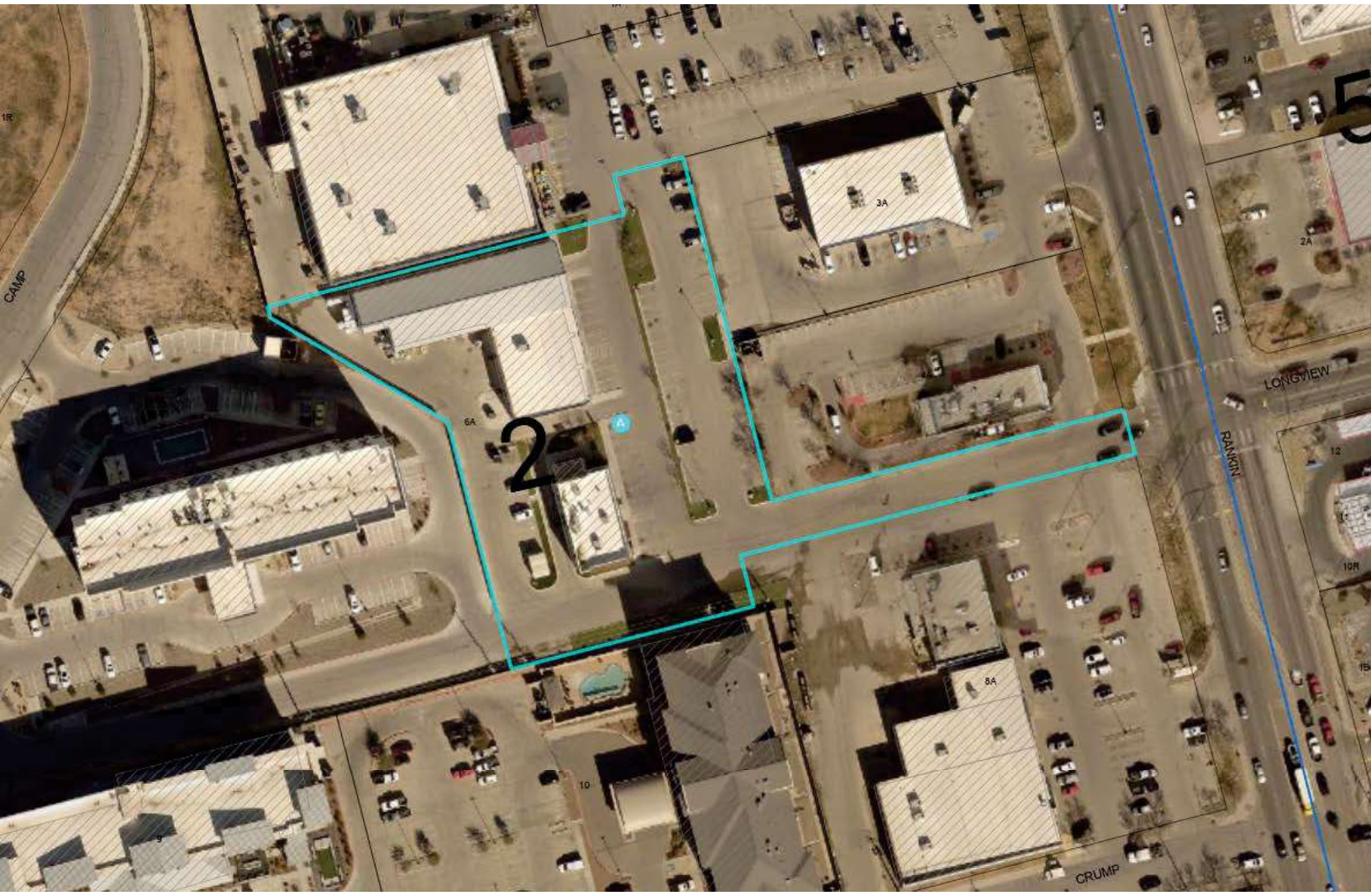


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 3/12/2026 **SUD-26-0223** **Scale: 1" = 152'** **ZONING MAP**

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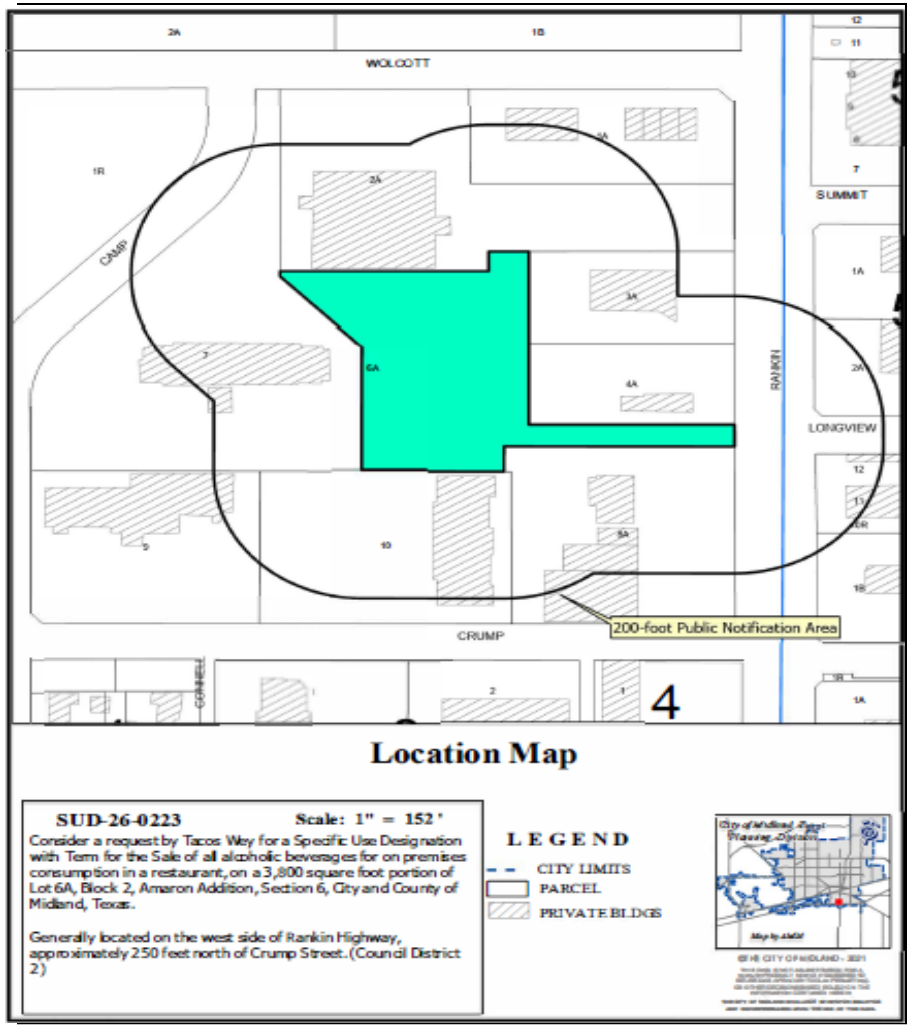

CAMP
LONGVIEW
RANKIN
CRUMP
2
1R
6A
3A
1A
2A
12
10R
8A
10


2212-B


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ITEM
SPECIFIC USE DESIGNATION
TACOS WEY
Visit Our Website
MIDLANDTEXAS.GOV

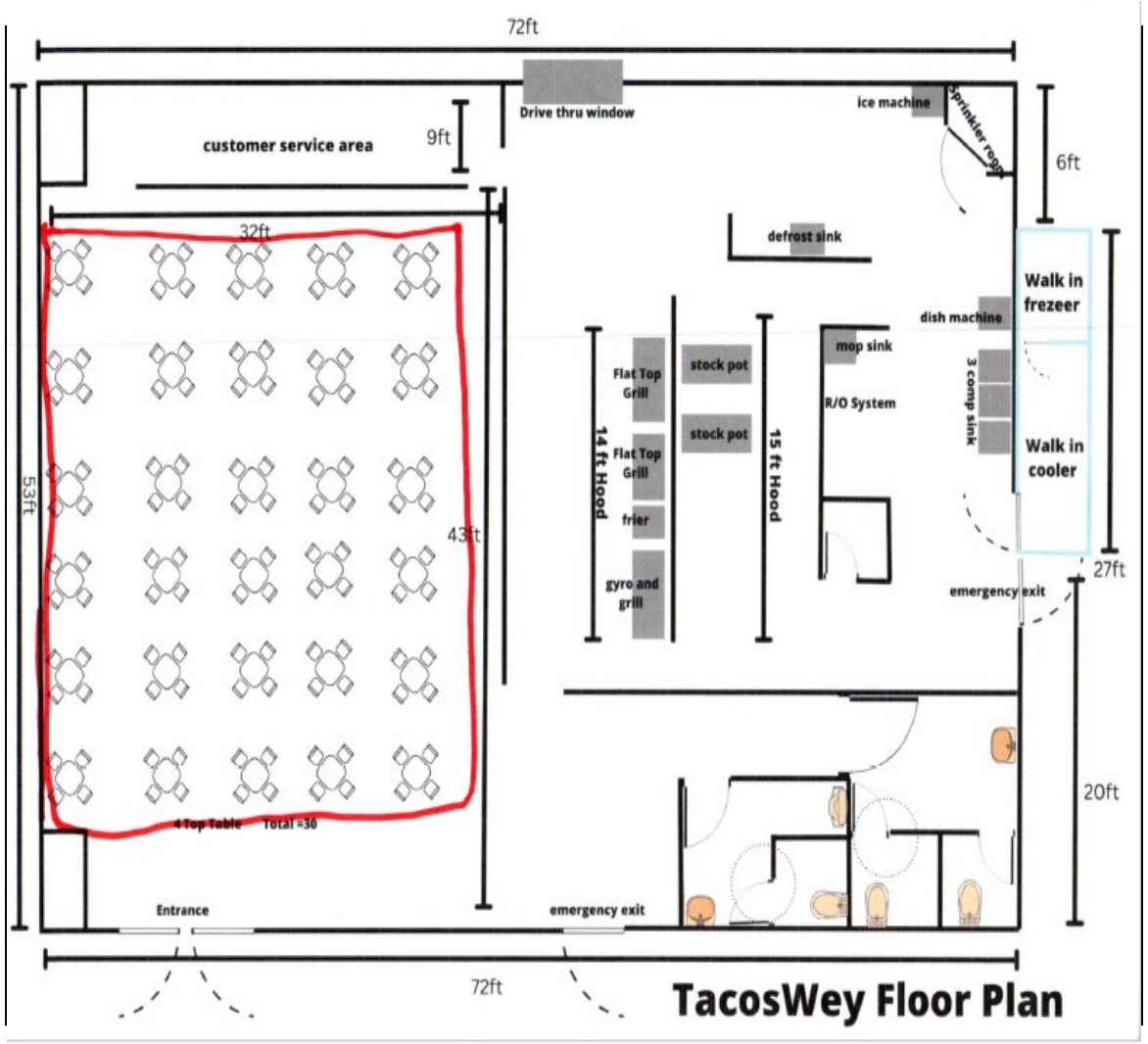
APPLICATION SUMMARY

- **Applicant:** Leovaldo Leon
- **Property Owner:** Smith West Texas Properties
- **Location:** 2212 Rankin Highway (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant.



DETAILS OF REQUEST

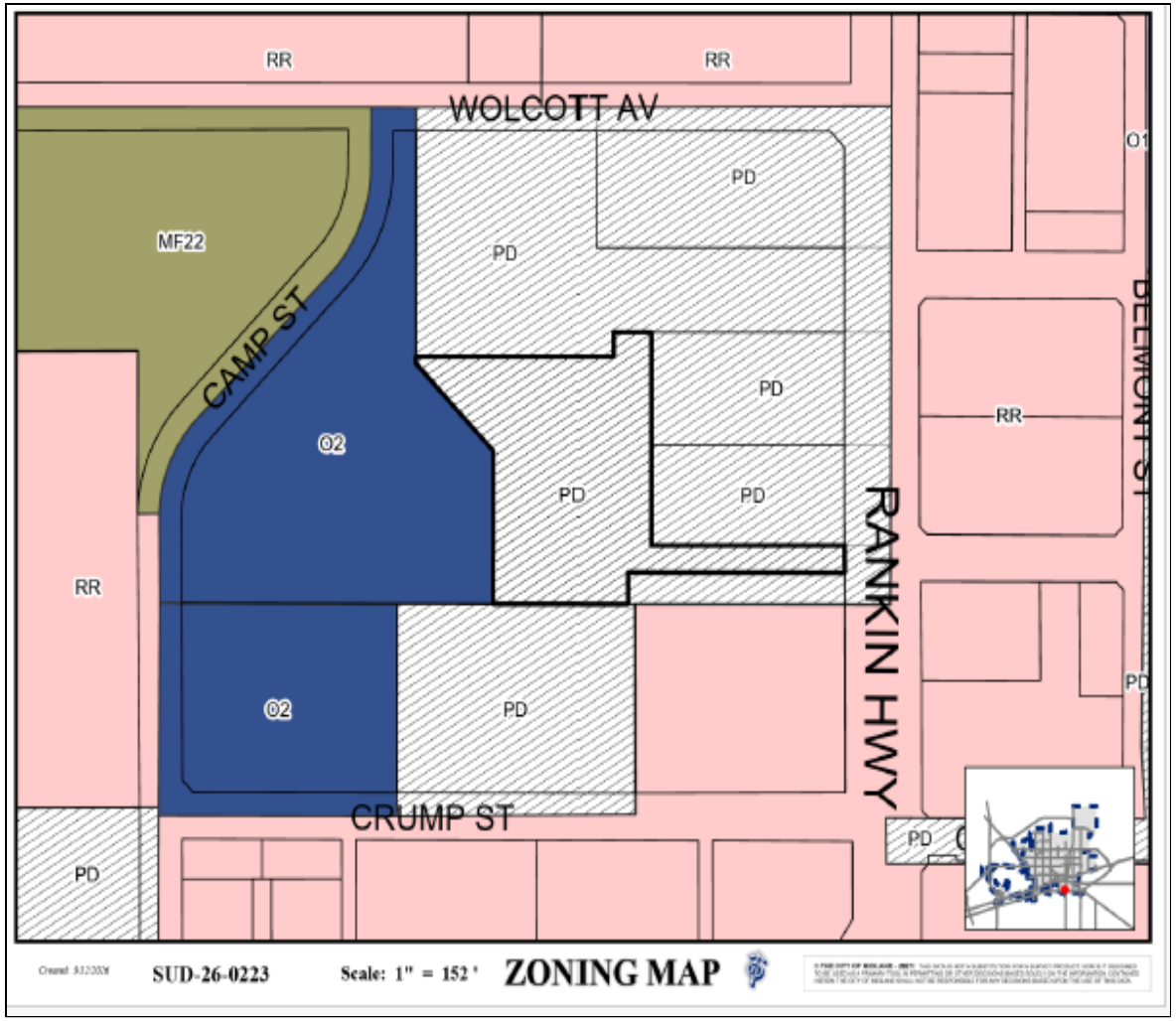
- **For a new restaurant.**
- **Area of Business:** 3,800 SF
- **Serviceable Area:** 1,376 SF
- **Hours of Operation and Sales of Alcohol :** Monday through Thursday 11:00 a.m. to 10:00 p.m. Friday through Sunday 11:00 a.m. to 11:00 p.m.



3

ZONING

- **Current Zoning**: PD, Planned Development District
- **Surrounding Zoning:**
  - **North, East and South:** PD, Planned Development District for Commercial Use
  - **West:** O2, Office District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



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LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North and East:** Commercial Use
  - **West and South:** Hotels
- **Proposed Use:** Restaurant



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On North Big Spring, Looking West

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,376 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday 11:00 a.m. to 10:00 a.m.
Friday through Sunday 11:00 a.m. to 11:00 p.m.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

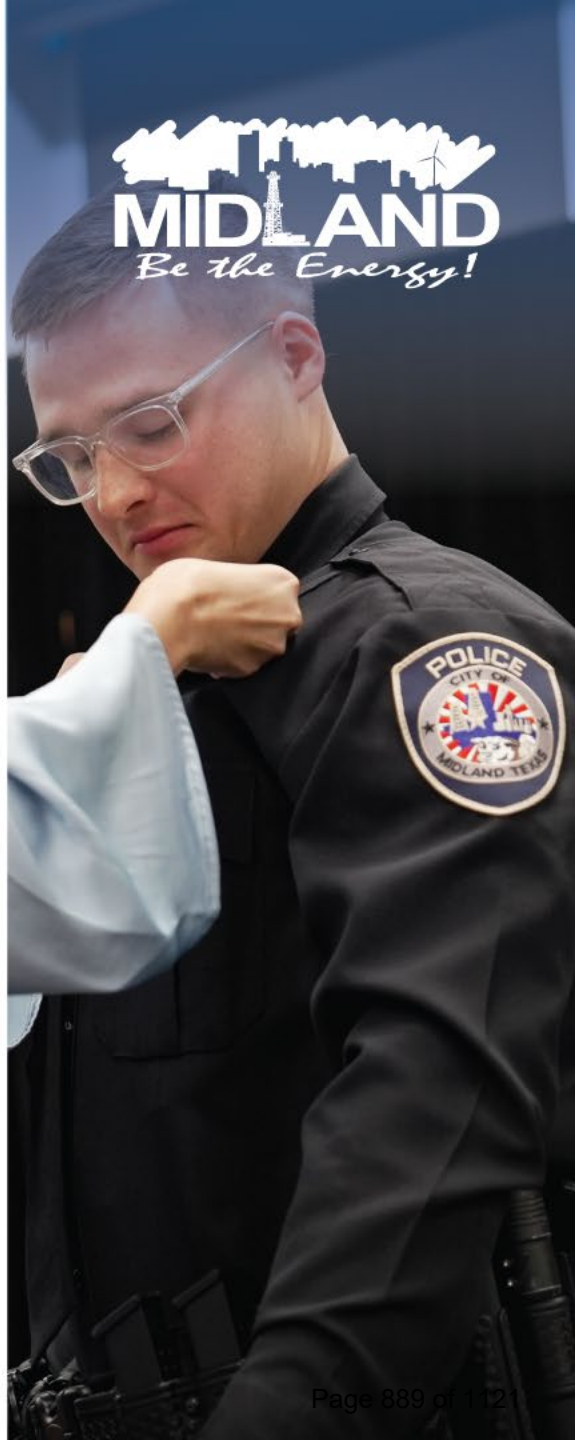
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 29.
Meeting Date: April 28, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,600-SQUARE-FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 475 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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

Purpose:
Juan Felipe Viva Celis, on behalf of Belmont Realty, LLC, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called La Barra Catracha, LLC located at 503 East Intersection 20.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

BP, Business Park District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Shopping Center and is the location of houses. The properties to the east, south, and west are zoned BP, I-20 Business Park District and is the location of hotels, restaurants, a church, an education lab, and other various businesses.

Analysis:

The property is zoned BP, Business Park District. The BP zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The property does have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 5,600 square feet and the proposed alcohol serviceable area is 3,295 square feet.

The proposed days and hours of operation are:

Sunday through Thursday from 11 a.m. to 12 a.m.
Friday and Saturday from 11 a.m. to 1 a.m.

The applicant is requesting the following alcohol serviceable hours.

Sunday through Thursday from 11 a.m. to 12 a.m.
Friday and Saturday from 11 a.m. to 1 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

Contact the Fire Marshal's Office for a fire inspection before opening the business.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for La Barra Catracha LLC is acceptable. The property must adhere to the maximum occupant load of 63 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code. A Certificate of Occupancy shall be required prior to occupancy of the restaurant.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) La Barra Catracha, LLC is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,295 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday from 11 a.m. to 12 a.m.
Friday and Saturday from 11 a.m. to 1 a.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

Letters of Objection:

As of April 17, 2026, staff has not received any letters of objections.

Attachments:
A. ORD W EXH - SUD-26-0224.La Barra Catracha, LLC - Alcohol Sales Ord w Exh
B. SUD-26-0224, Combined Docs

C. SUD-26-0224, Alcohol SUD La Barra Catracha

Alexis Martinez, Development Services	Created/Initiated - 4/2/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/21/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,600-SQUARE-FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 475 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 5,600-square-foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present BP, I-20 Business Park District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,295 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Sunday through Thursday from 11:00 a.m. to 12:00 a.m. (midnight); and
   Friday and Saturday from 11:00 a.m. to 1:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

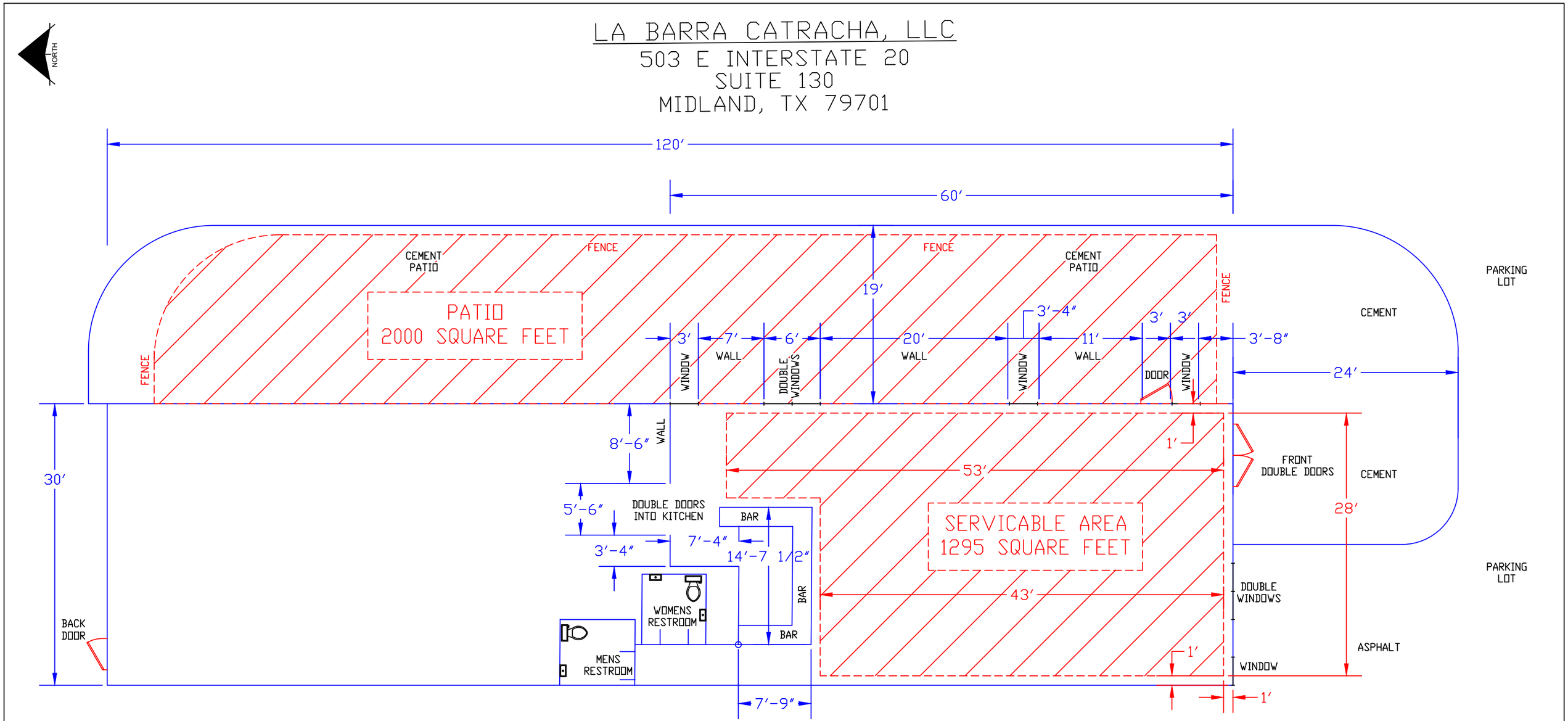
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

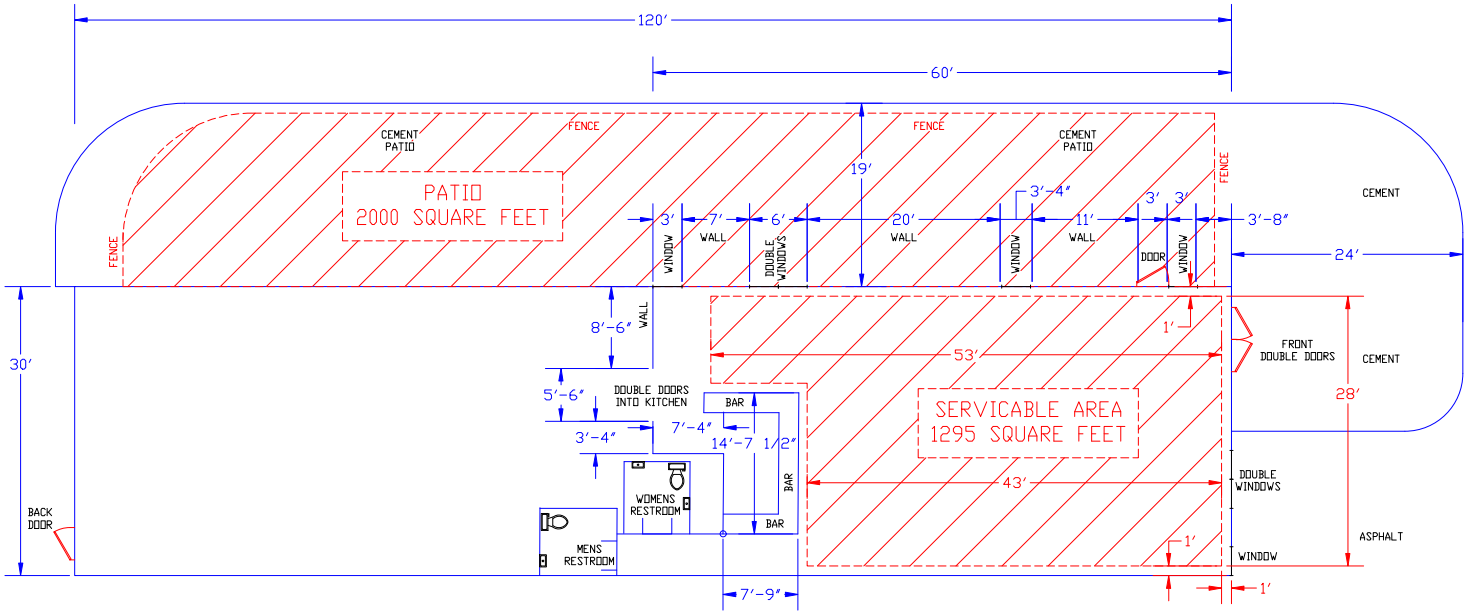


NOTE: TOTAL SUD SERVICABLE AREA = 3295 SQ. FT.

3/19/26

LA BARRA CATRACHA, LLC

503 E INTERSTATE 20
SUITE 130
MIDLAND, TX 79701



NOTE: TOTAL SUD SERVICABLE AREA = 3295 SQ. FT.

3/19/26



Location Map

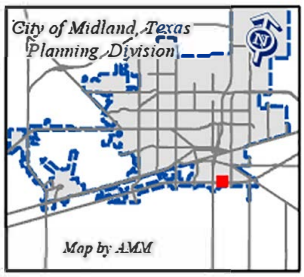
SUD-26-0224 **Scale: 1" = 157'**

Consider a request by Juan Felipe Viva Celis, on behalf of Belmont Realty, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a restaurant, on a 5,600 square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas.

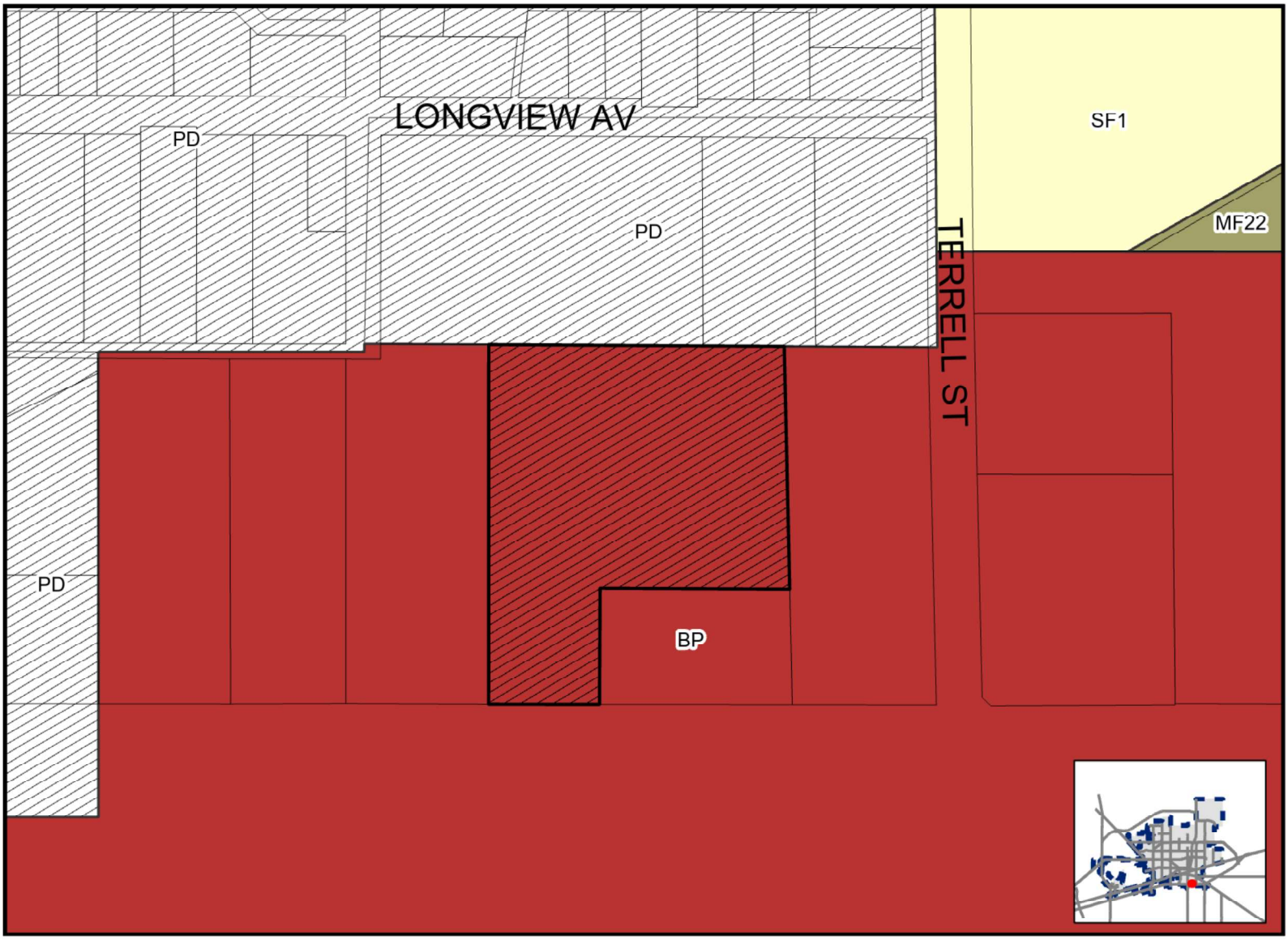
Generally located on the north side of East Interstate 20, approximately 475 feet west of South Terrell Street. (Council District 2).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Created: 3/23/2026 **SUD-26-0224** **Scale: 1" = 157'** **ZONING MAP**

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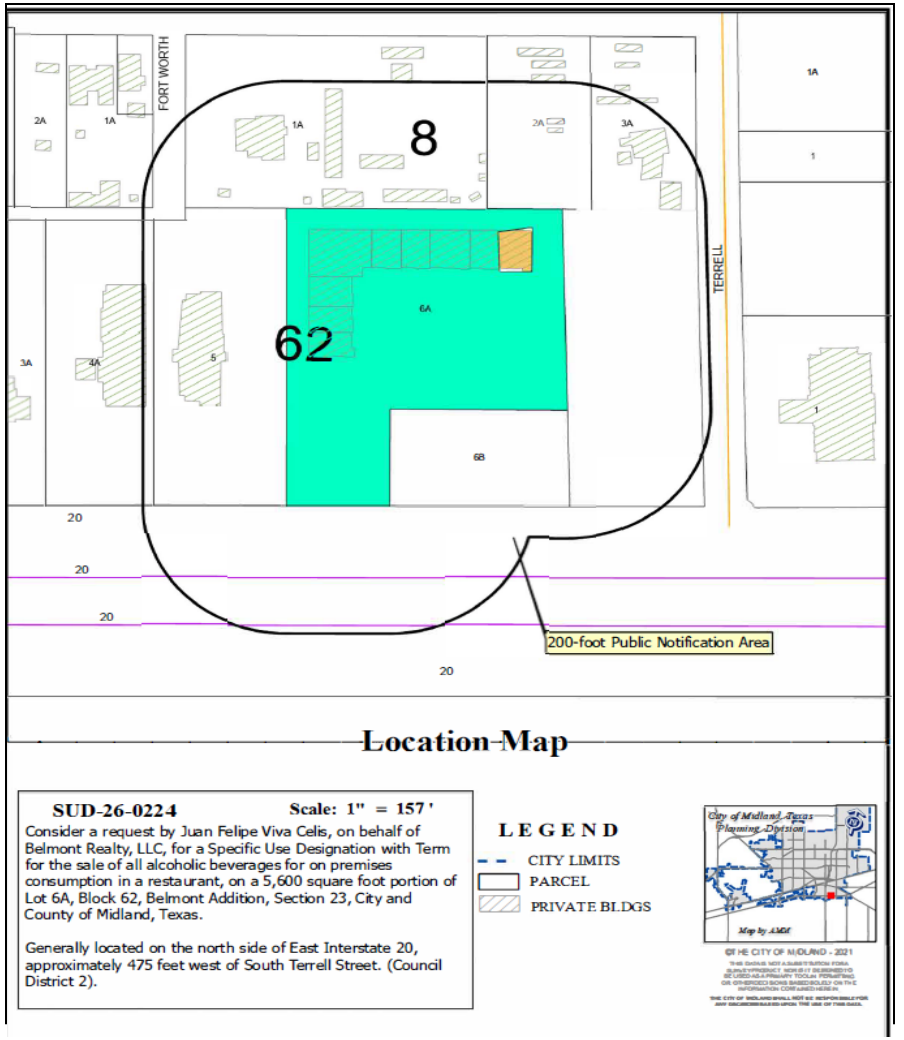

8
62


GARCIA'S
TEXAS PUB
BAR & GRILL


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ITEM
SPECIFIC USE DESIGNATION
LA BARRA CATRACHA
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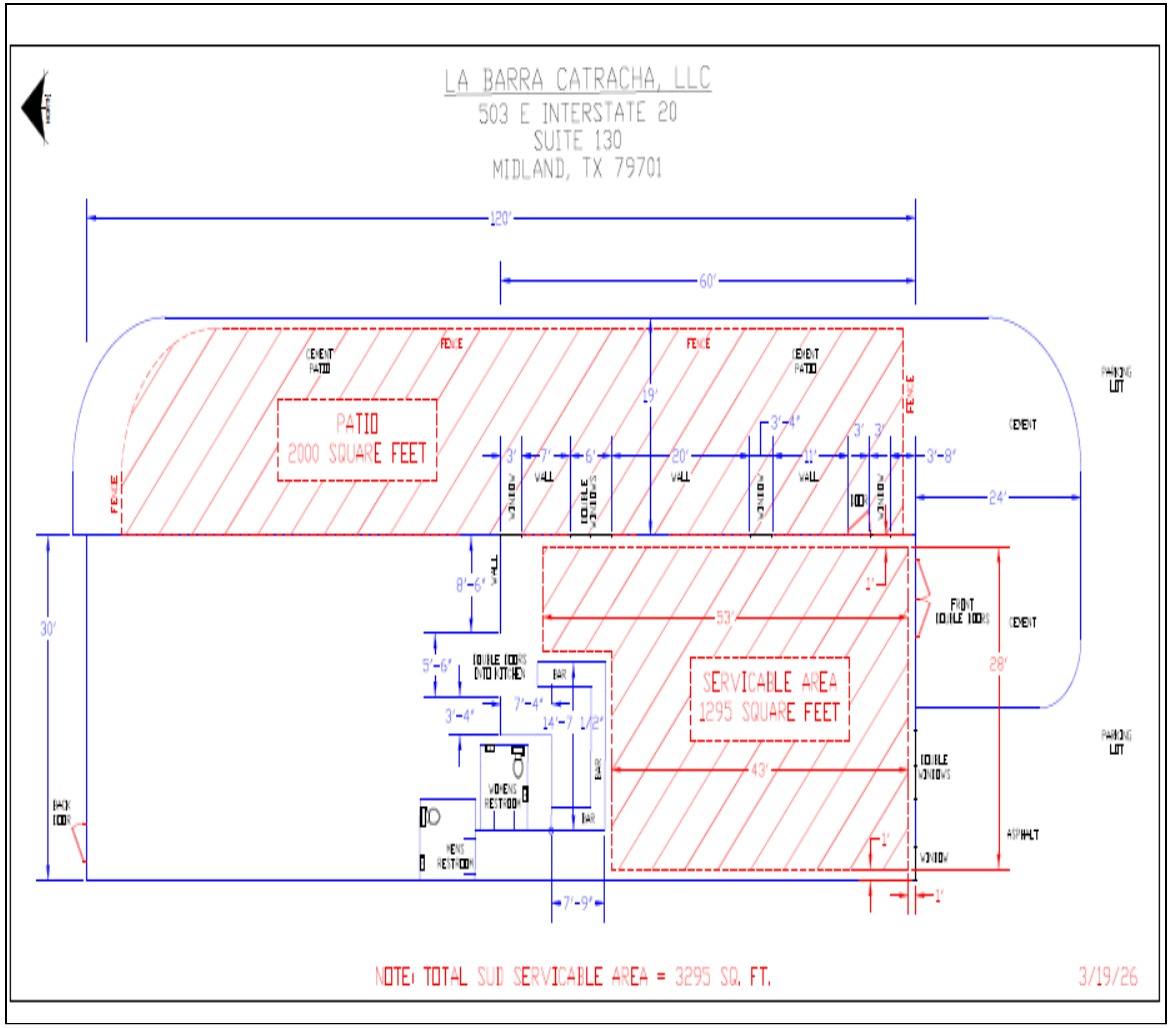
APPLICATION SUMMARY

- **Applicant:** Juan Felipe Viva Celis
- **Property Owner:** Belmont Realty, LLC
- **Location:** 503 E-I20 (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant.



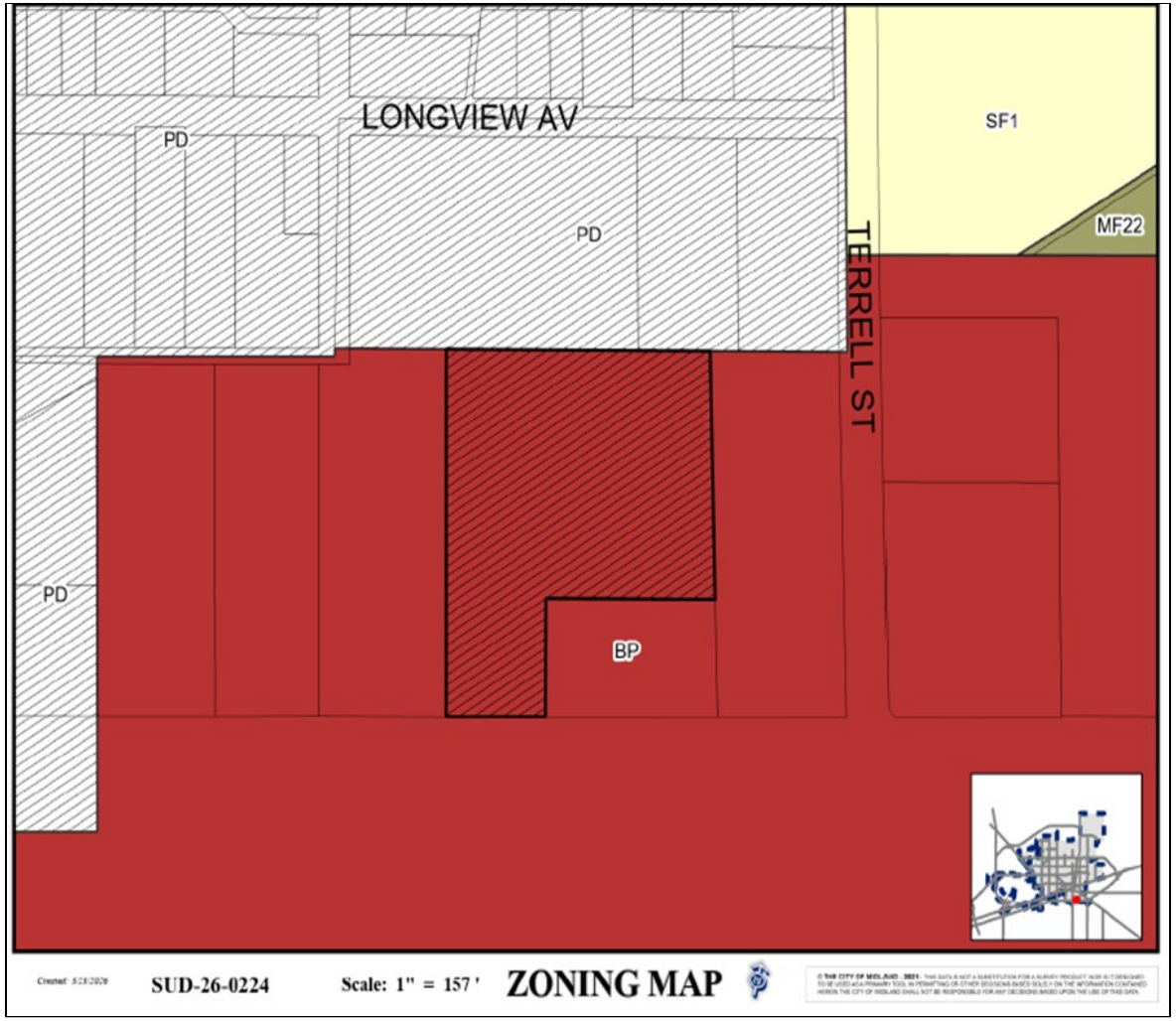
DETAILS OF REQUEST

- **For a new restaurant.**
- **Area of Business:** 5,600 SF
- **Serviceable Area:** 3,295 SF
- **Hours of Operation and Sales of Alcohol:** Sunday through Thursday 11:00 a.m. to 12:00 a.m. Friday and Saturday 11:00 a.m. to 1:00 a.m.



ZONING

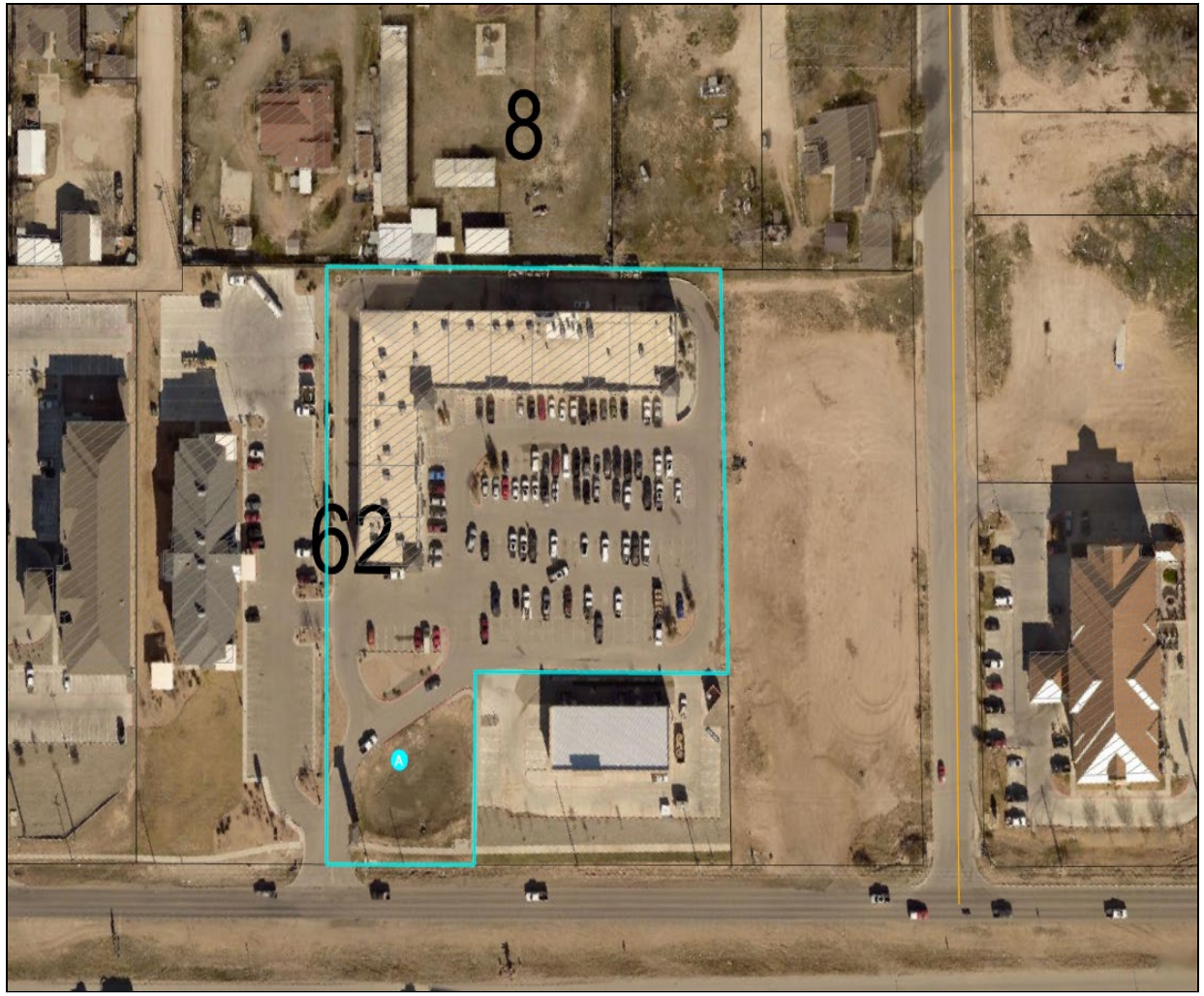
- **Current Zoning**: BP, Business Park District
- **Surrounding Zoning:**
  - **North:** PD, Planned District for a Single Family Homes
  - **East, South and West:** BP, Business Park District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
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LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North:** Single Family Homes
  - **West:** Hotel
  - **East:** Vacant Land
  - **South:** Retail Shop
  - **Proposed Use:** Restaurant



MIDLAND
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On East Interstate 20, Looking North

6

MIDLAND
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COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,295 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday 11:00 a.m. to 12:00 p.m.

Friday and Saturday 11:00 a.m. to 1:00 a.m.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

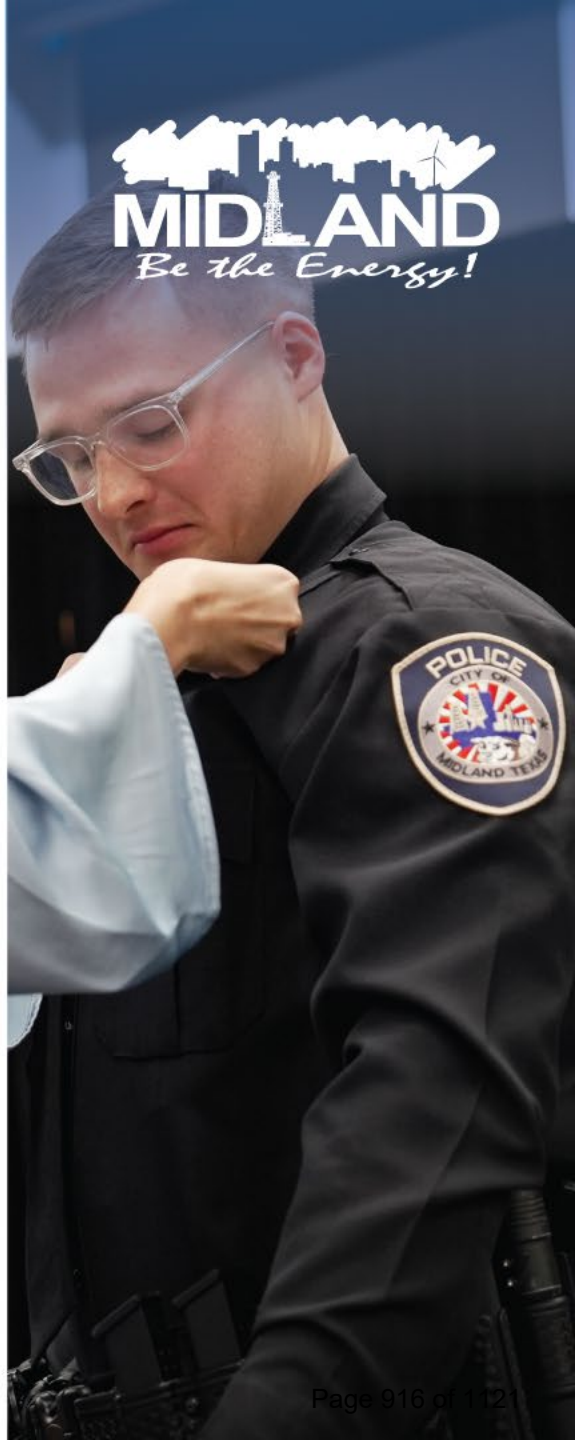
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 30.
Meeting Date: April 28, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,933-SQUARE-FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Mathew Atchison, on behalf of Crimson Sky Capital, LTD, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Via Roma located on 5701 Starboard Drive.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north, east and west are zoned PD, Planned District for Housing Development and shopping Center and is the location of apartment, vacant land and movie theater. The properties to the south are not zoned and are in the ETJ.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The property does not have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 1,933 square feet and the proposed alcohol serviceable area is 1,000 square feet.

The proposed days and hours of operation are:

Tuesday through Sunday from 10 a.m. to 12 a.m.

The applicant is requesting the following alcohol serviceable hours:

Tuesday through Sunday from 10 a.m. to 12 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections. Contact the Fire Marshal Office for an annual inspection.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for Via Roma is acceptable. The property must adhere to the maximum occupant load of 77 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code. Certificate of Occupancy

has already been issued.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Via Roma is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
Tuesday through Sunday from 10 a.m. to 12 a.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

Letters of Objection:

As of April 17, 2026, staff has not received any letters of objections.

Attachments:
A. ORD W EXH - SUD-26-0226.Crimson Sky Capital (Via Roma) - Alcohol Sales Ord w Exh
B. SUD-26-0226, Combined Docs
C. SUD-26-0226, Alcohol SUD Via Roma

Alexis Martinez, Development Services	Created/Initiated - 4/2/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026

Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/21/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,933-SQUARE-FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,933-square-foot portion of Lot 5A, Block 1, Gateway Plaza, Section 12, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Sunday from 10:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

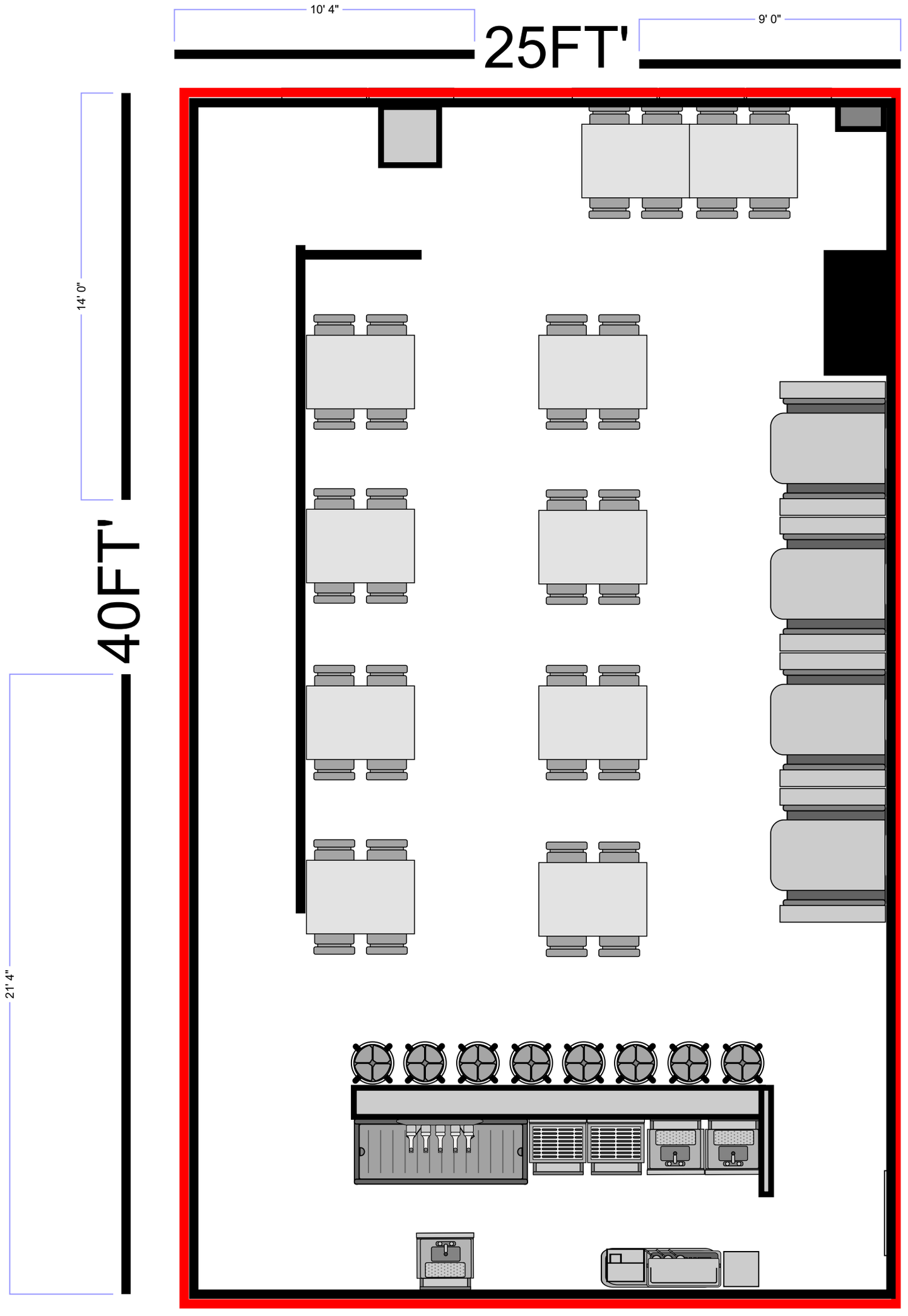
APPROVED AS TO CONTENT
AND COMPLETENESS:

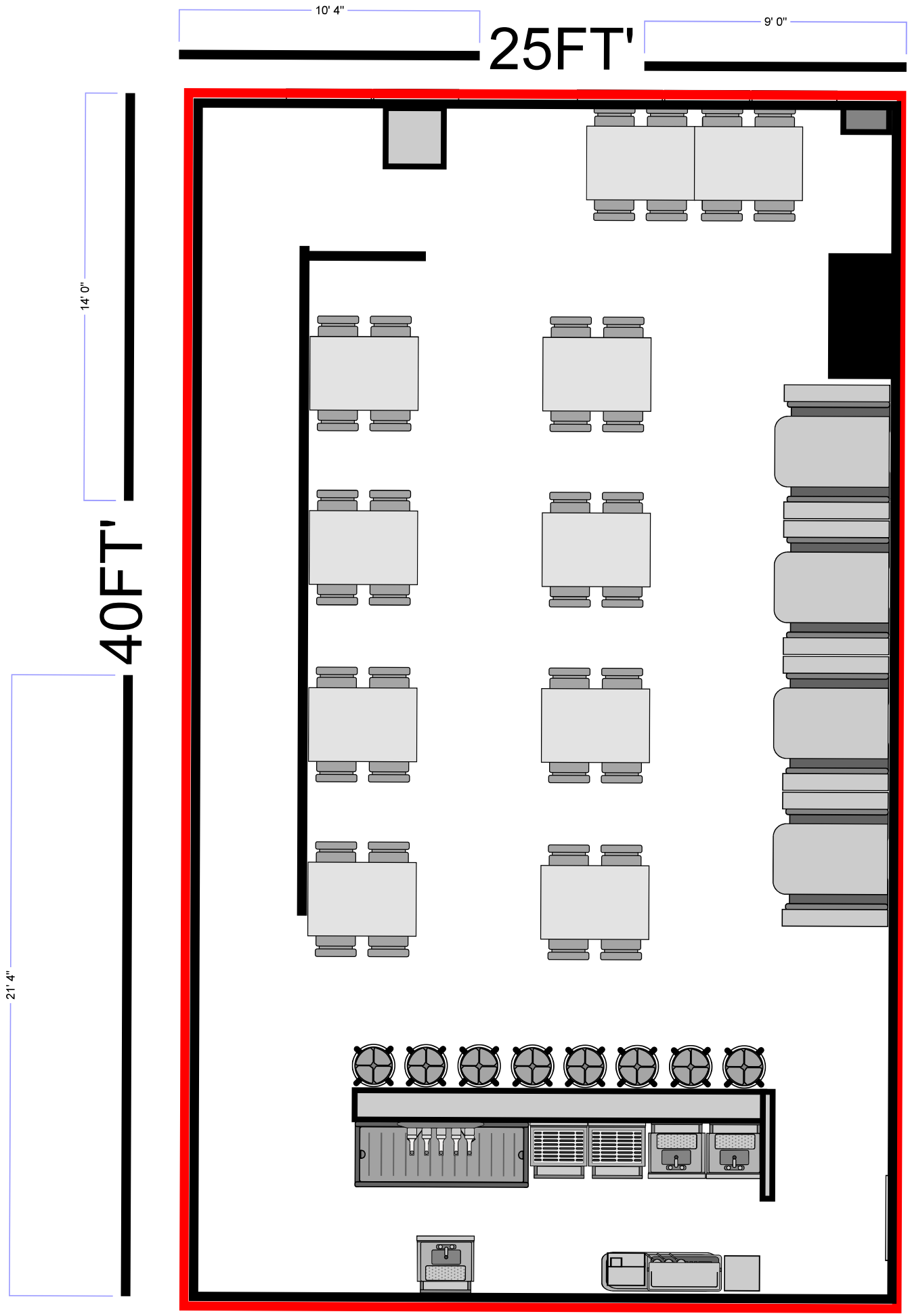
_____
Elizabeth Triggs, Planning and Development Officer

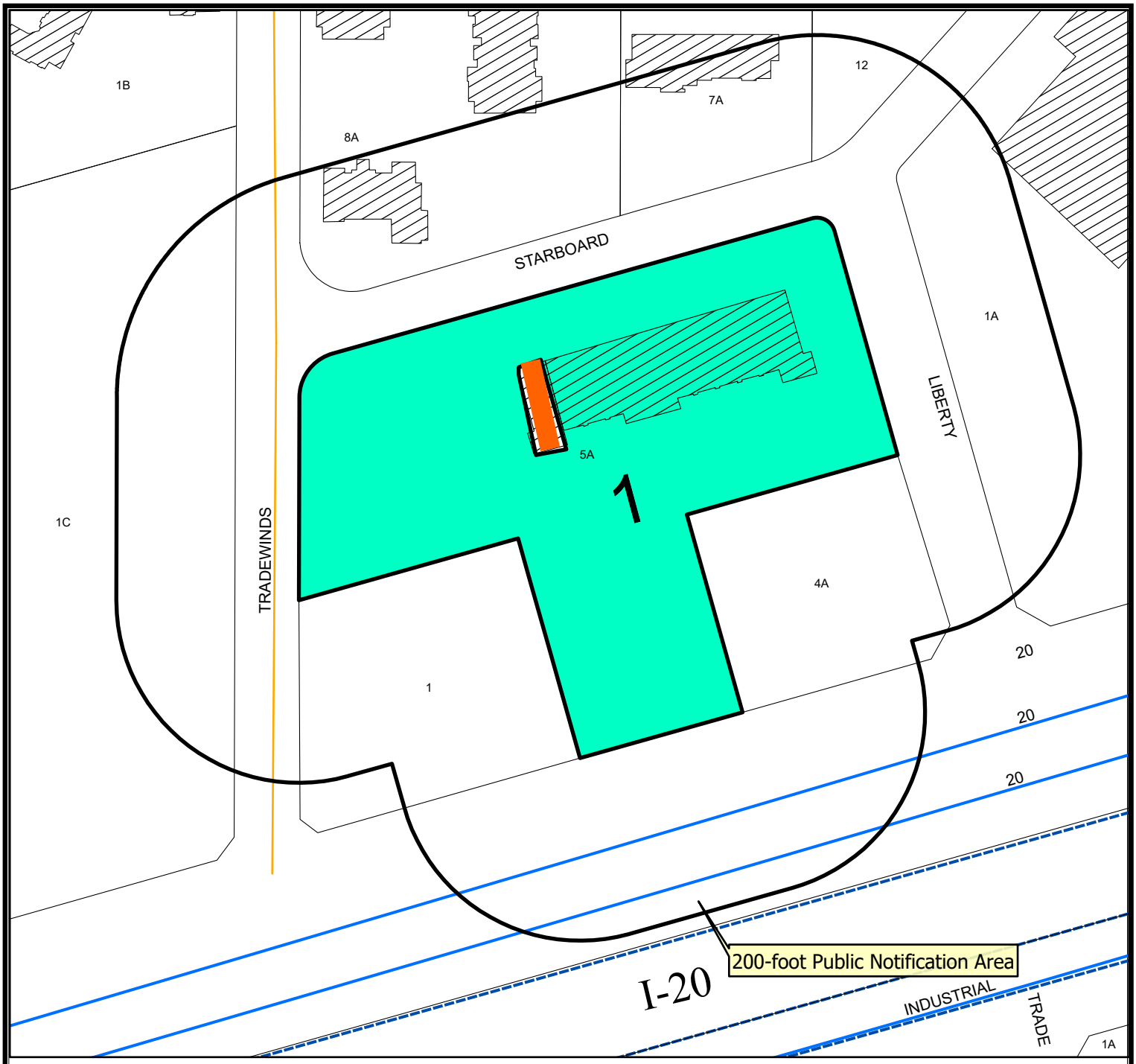
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A




10' 4"
25FT'
9' 0"
14' 0"
40FT'
21' 4"



Location Map

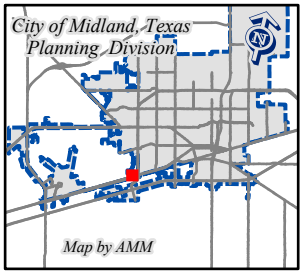
SUD-26-0226 **Scale: 1" = 157 '**

Consider a request by Matthew Atchison, on behave of Crimson Sky Capital, LTD, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption, in a restaurant, for a 1,933 square foot portion of Lot 5A, Block 1, Gateway Plaza, Section 12, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Starboard Drive and Liberty Drive. (Council District 4)

LEGEND

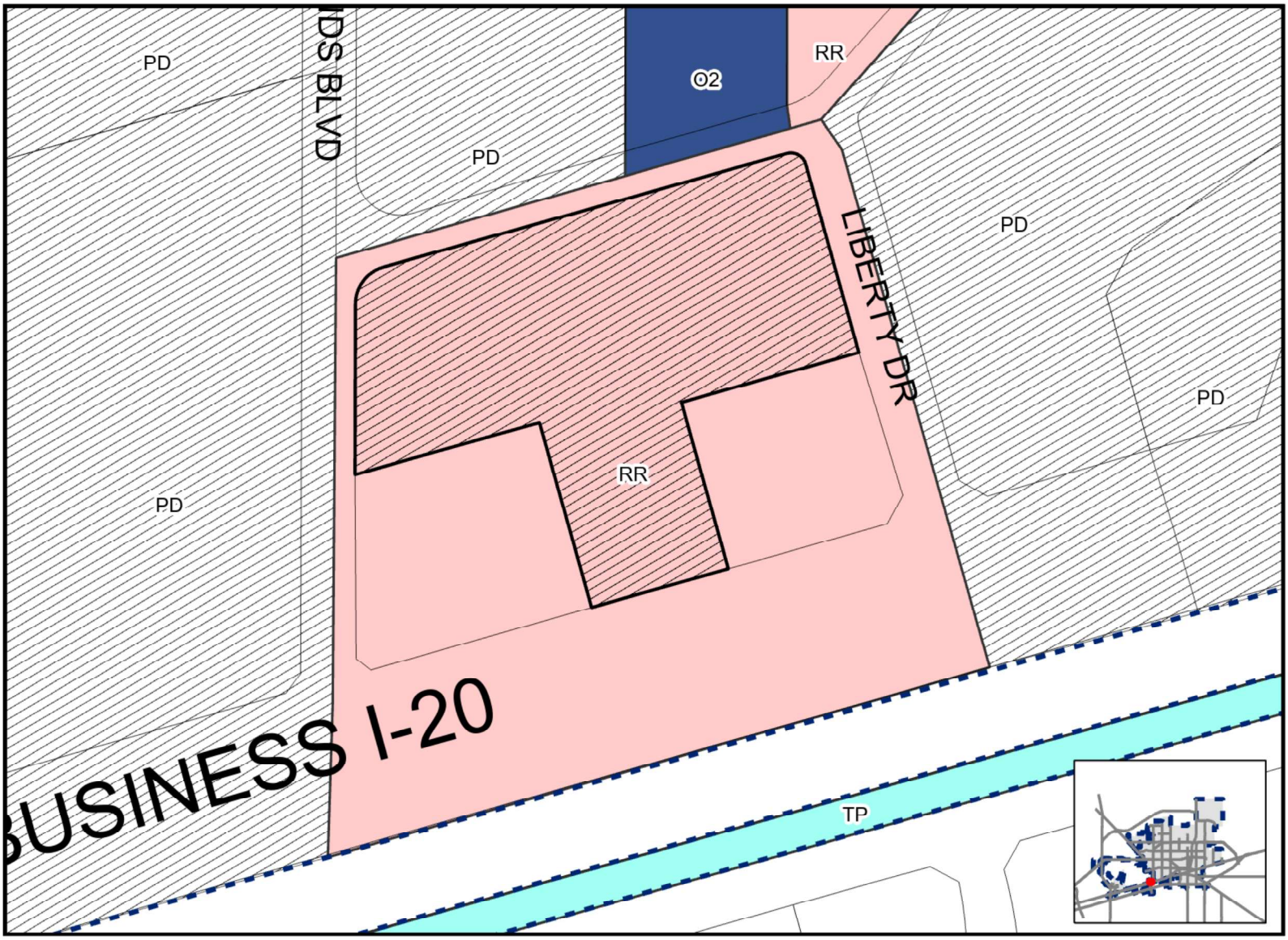
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

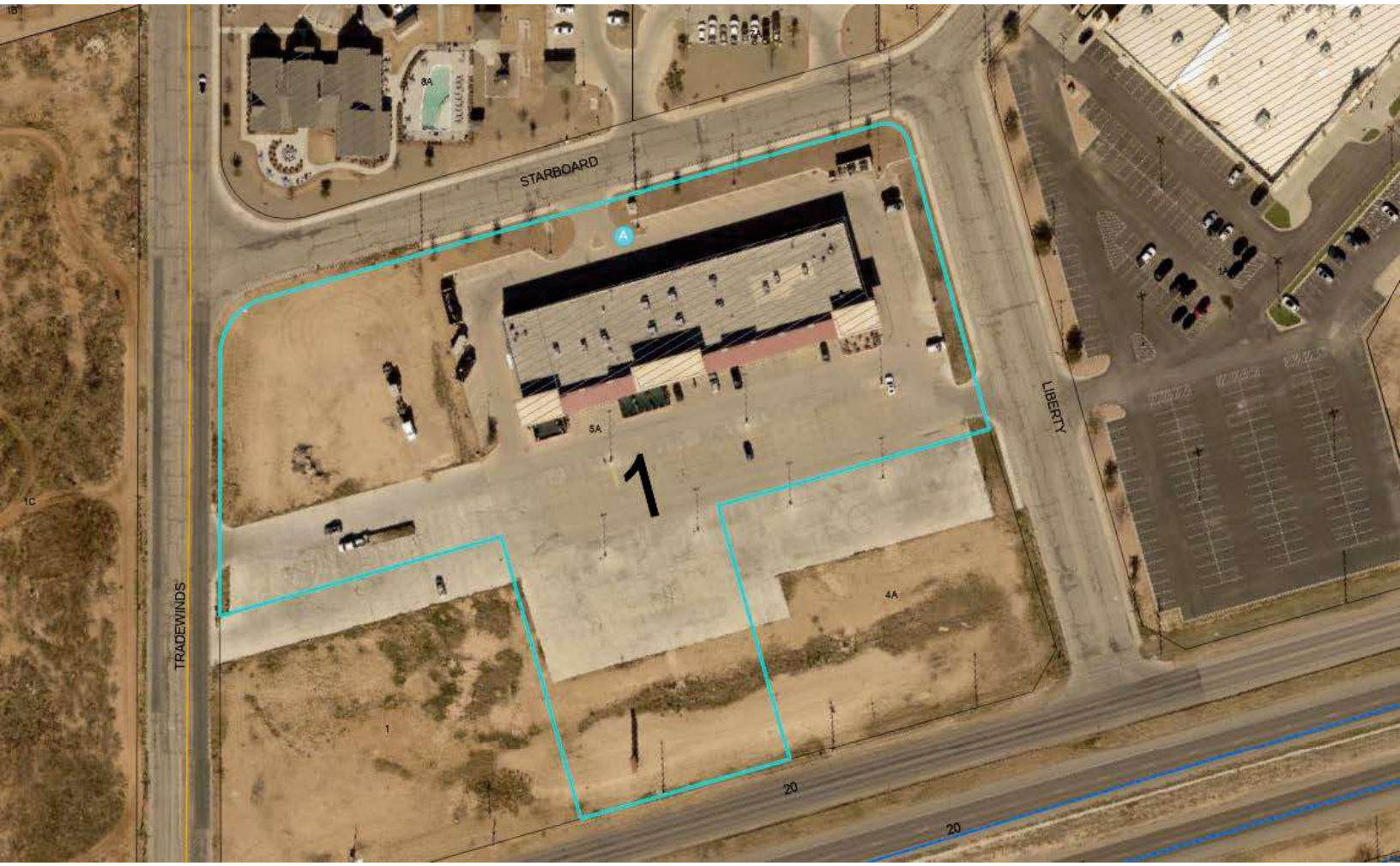
THIS DATA S NOT A SUBSTITUT ON FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITT NG OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 3/31/2026 SUD-26-0226 Scale: 1" = 157 ' ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

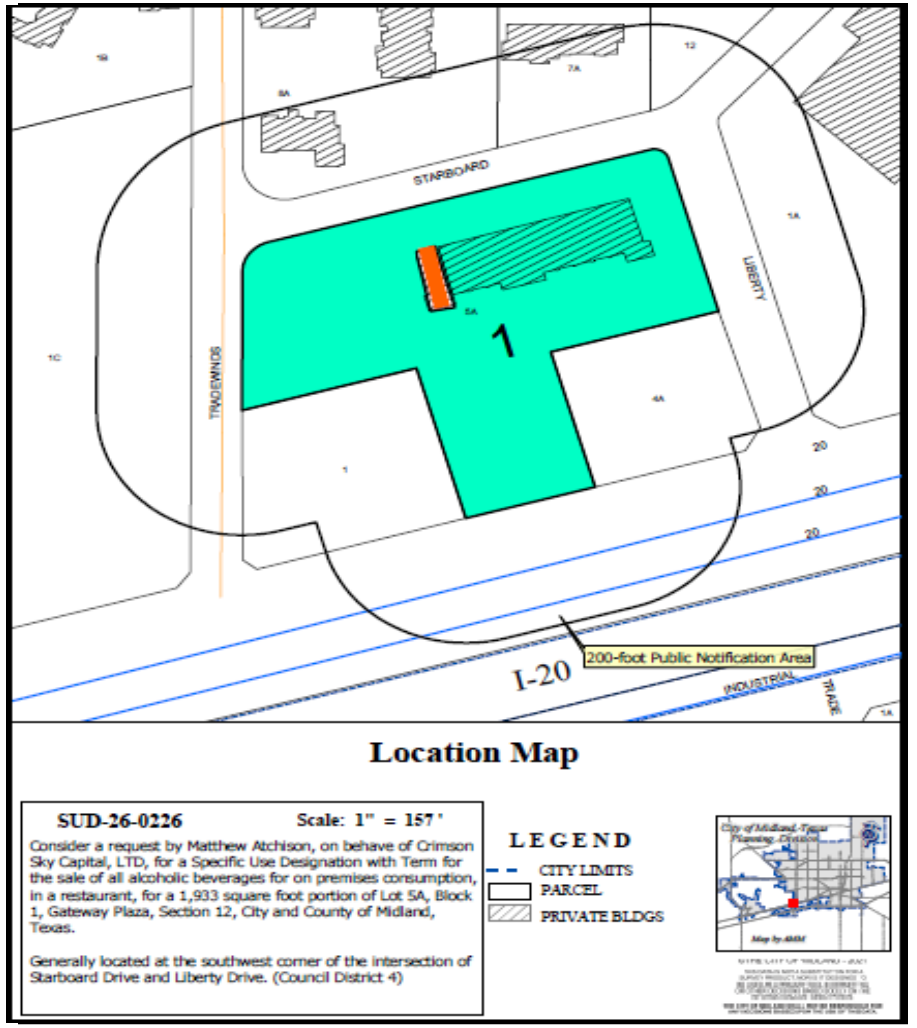

STARBOARD
LIBERTY
TRADEWINDS
1
5A
4A
8A
20
20


5701
Marty G's
Cajun Restaurant
MARACUCHO
RESTAURANT
Venezuelan Food
FIRE LANE
NO PARKING


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
VIA ROMA
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

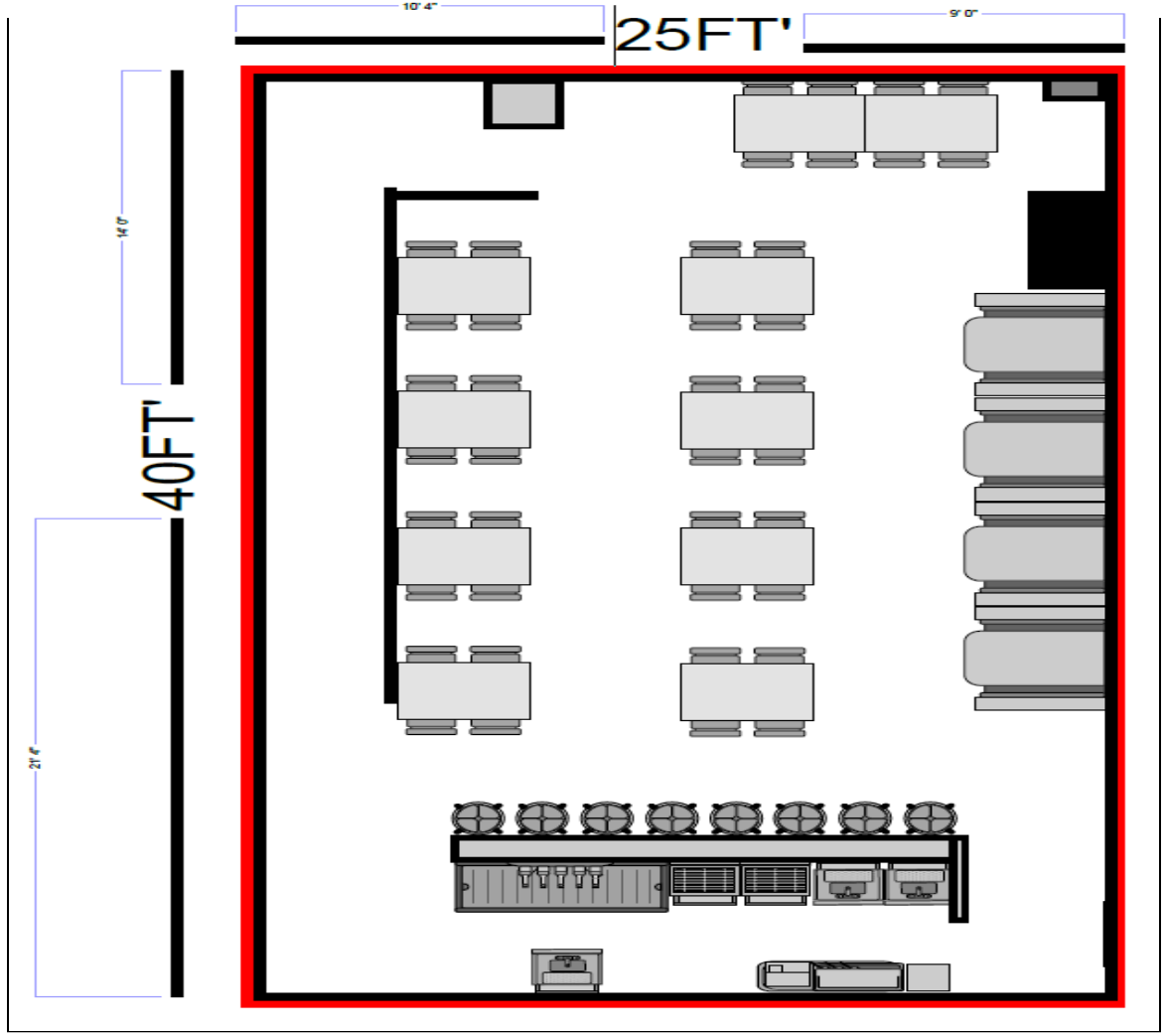
- **Applicant:** Via Roma
- **Property Owner:** Crimson Sky Capital, LTD
- **Location:** 5701 Starboard Drive (Council District 4)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant.



MIDLAND
Be the Energy!

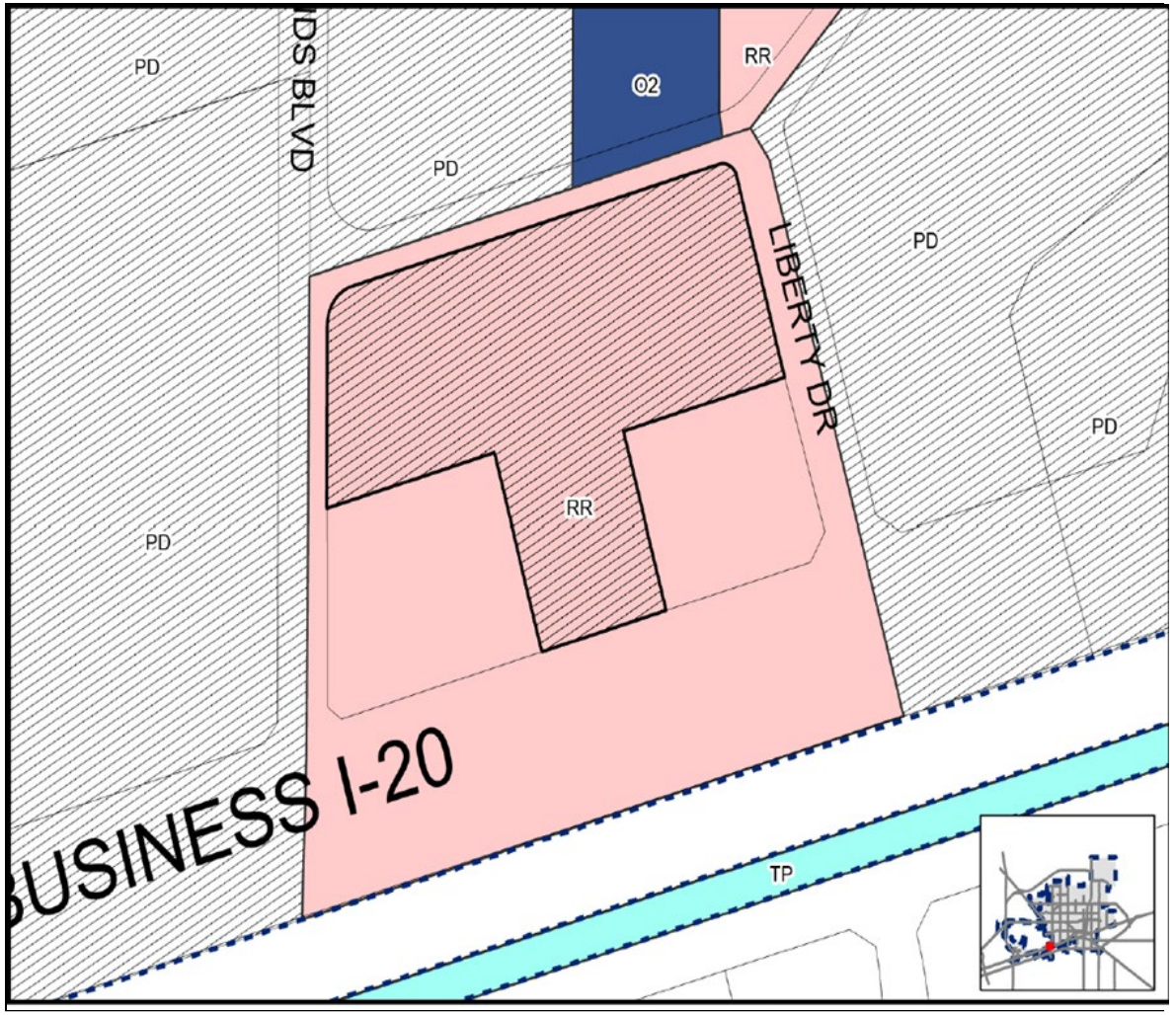
DETAILS OF REQUEST

- **For a new restaurant.**
- **Area of Business:** 1,933 SF
- **Serviceable Area:** 1,008 SF
- **Hours of Operation and Sales of Alcohol:** Tuesday through Sunday from 10:00 a.m. to 12:00 a.m.



ZONING

- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **North and West:** PD, Planned Development District for Housing Development
  - **East:** PD, Planned Development for Shopping Center.
  - **South:** Business I-20, ETJ
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



4

LAND USE

- **Current Use: Vacant**
- **Surrounding Uses:**
  - **North:** Apartment Complex
  - **West:** Vacant Land
  - **East**: Movie Theater
  - **South:** Industrial Use
- **Proposed Use:** Restaurant



MIDLAND
Be the Energy!



On I-20, Looking North

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Tuesday through Sunday from 10:00 a.m. to 12:00 a.m.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

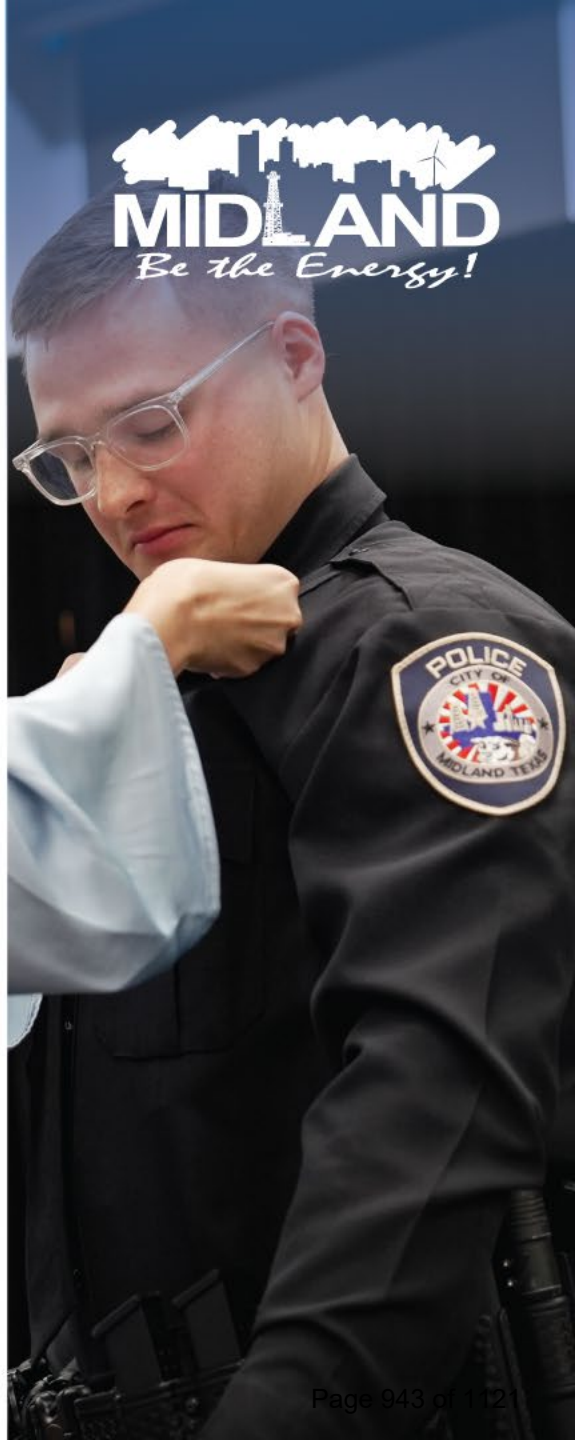
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 31.
Meeting Date: April 28, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE SOUTH 100 FEET OF LOT 4, BLOCK 17, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF RANKIN HIGHWAY AND WEST TAYLOR AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Jose Arambula, on behalf of Pablo Villela, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Taqueria El Gallo located on 1422 Rankin Highway.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north, east and south are zoned RR, Regional Retail and is the location of retail businesses. The properties to the west are zoned C, Commercial District and welding shop.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The property does not have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 3,171 square feet and the proposed alcohol serviceable area is 2,054 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 8 a.m. to 11 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Saturday from 8 a.m. to 11 p.m.
Sunday from 10 a.m. to 11 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

Contact the Fire Marshal's Office for a fire inspection before opening the business.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for Taqueria El Gallo is acceptable. The property must adhere to the maximum occupant load of 95 persons for the alcohol serviceable area. Occupancy loads must be posted

in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Taqueria El Gallo is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,054 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 8 a.m. to 11 p.m.
Sunday from 10 a.m. to 11 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of April 17, 2026, staff has not received any letters of objections.

Attachments:

A. ORD W EXH - SUD-26-0227.Jose Arambula (Taqueria El Gallo) - Alcohol Sales Order w Exh
B. SUD-26-0227, Combined Docs
C. SUD-26-0227, Alcohol SUD Taqueria El Gallo

Alexis Martinez, Development Services Created/Initiated - 4/2/2026

Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/21/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE SOUTH 100 FEET OF LOT 4, BLOCK 17, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF RANKIN HIGHWAY AND WEST TAYLOR AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for the south 100 feet of Lot 4, Block 17, Haley Heights Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,054 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 8:00 a.m. to 11:00 p.m.; and
Sunday from 10:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Total Square Footage= 3,171
Serviceable Square Footage= 2,054
Parking Square Footage= 6,650

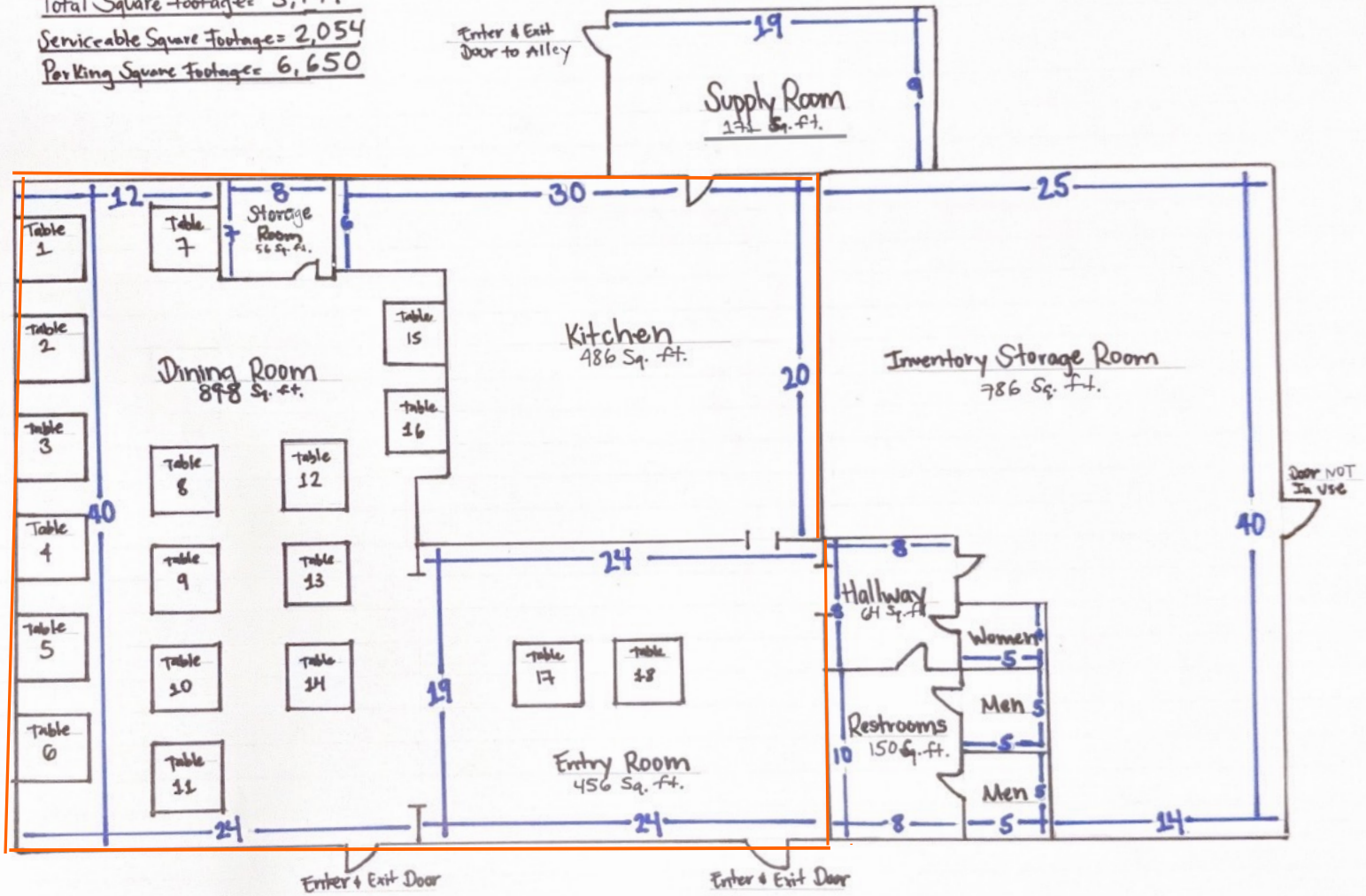
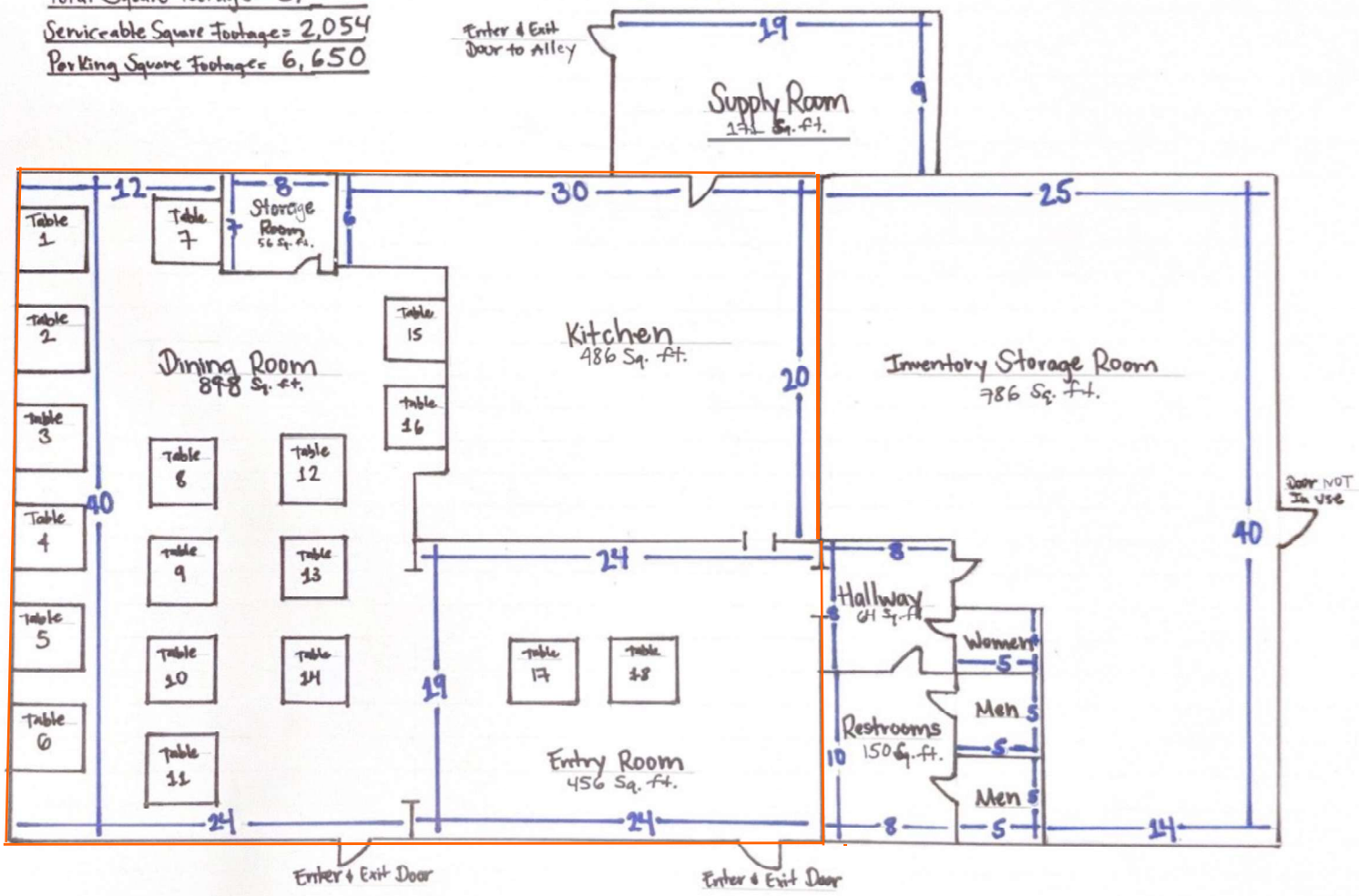
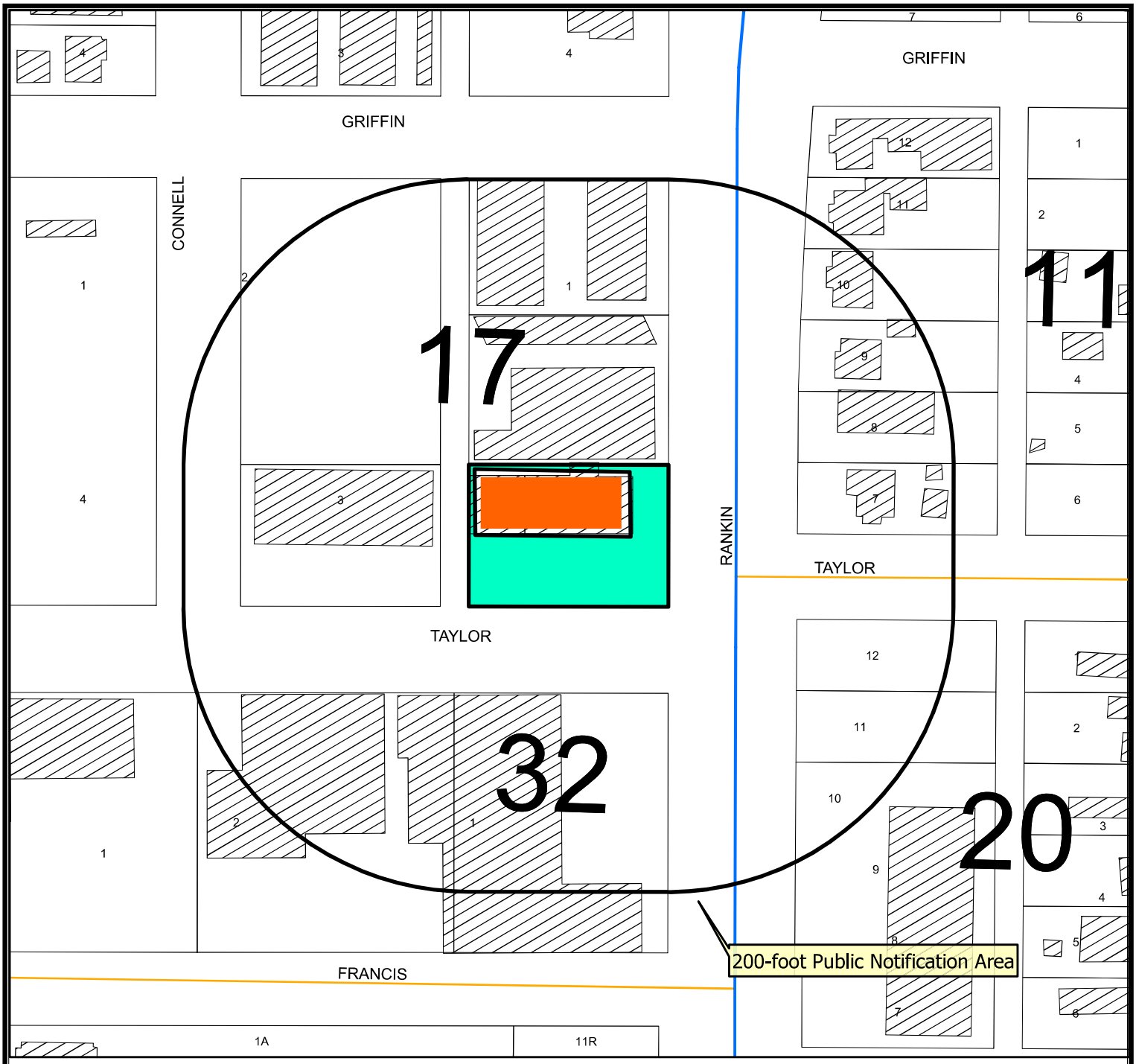


EXHIBIT A

Total Square Footage= 3,171
Serviceable Square Footage= 2,054
Parking Square Footage= 6,650





Location Map

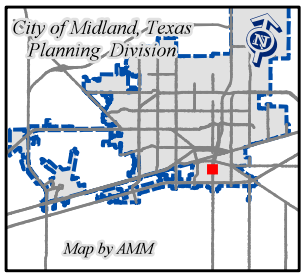
SUD-26-0227 **Scale: 1" = 100 '**

Consider a request by Jose Arambula, on behalf of Pablo Villela, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption, in a restaurant, on the south 100 feet of Lot 4, Block 17, Haley Heights, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of Rankin Highway and West Taylor Avenue. (Council District 2)

LEGEND

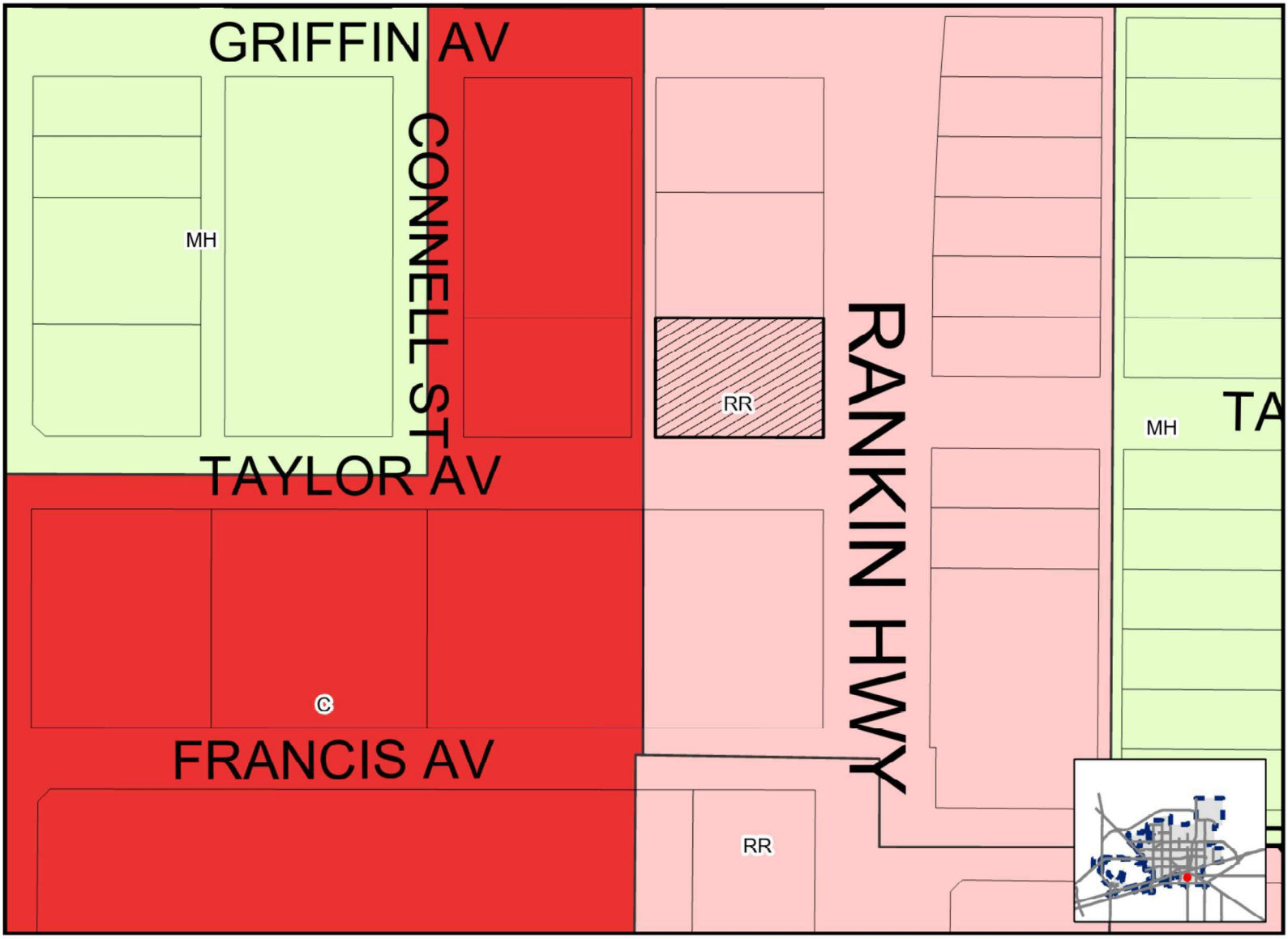
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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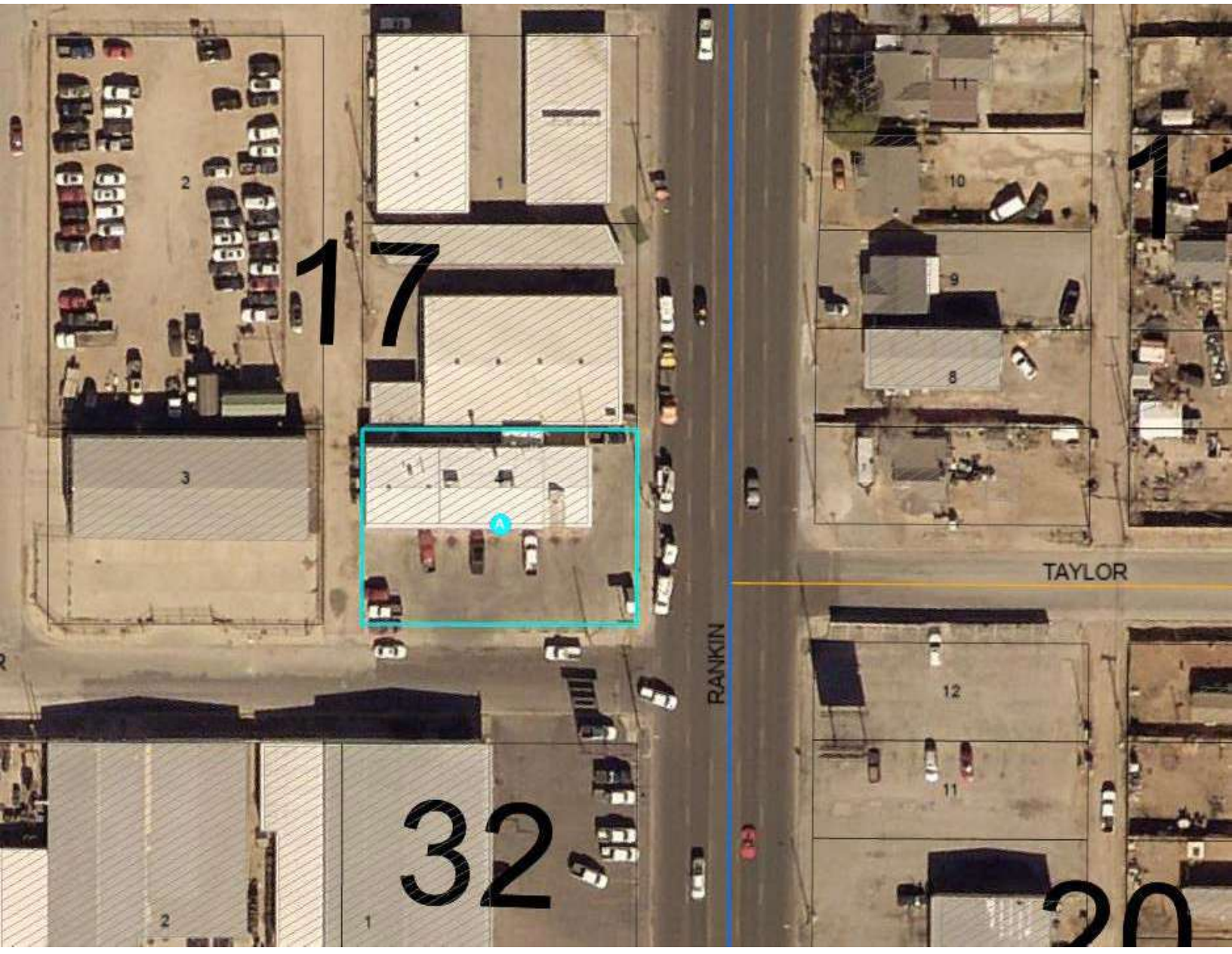
THIS DATA S NOT A SUBSTITUT ON FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITT NG OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 3/31/2026 **SUD-26-0227** **Scale: 1" = 100'** **ZONING MAP**

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TAQUERIA EL GALLO
1422
OPEN
Midland
CLINICA LATINA
432-347-1260

MIDLAND
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ITEM

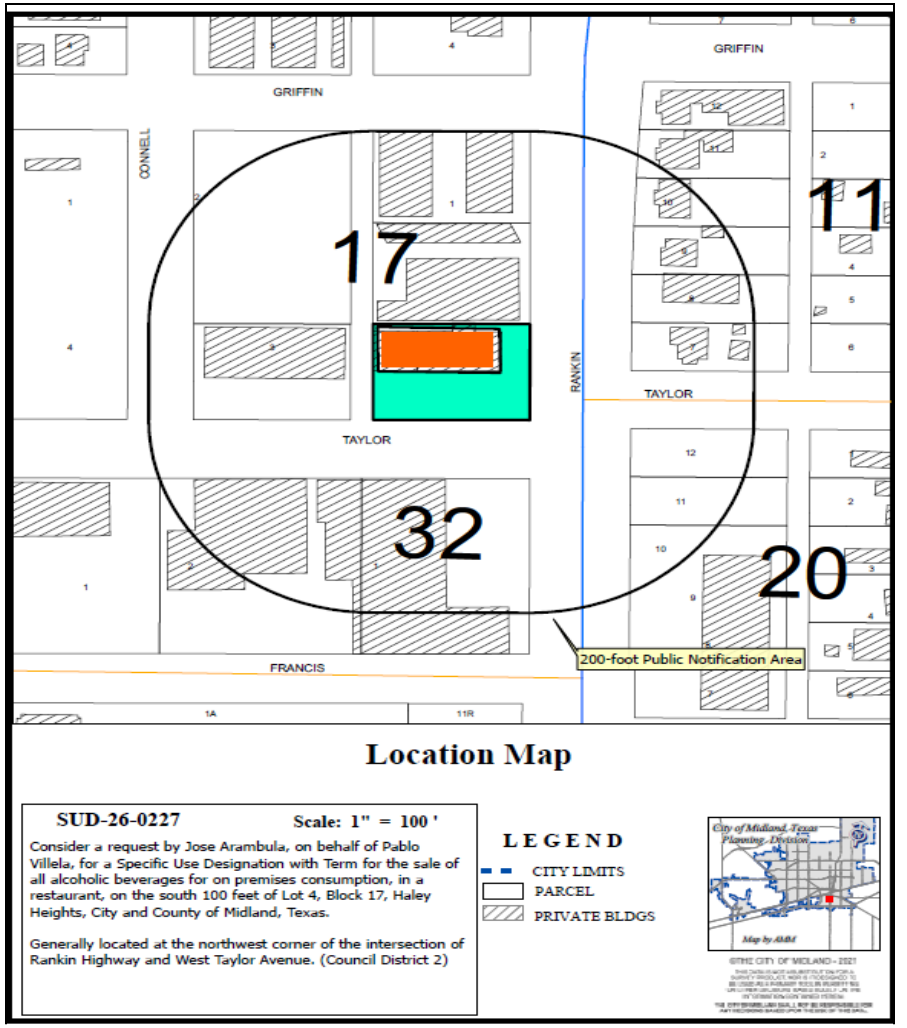
SPECIFIC USE DESIGNATION

TAQUERIA EL GALLO

Visit Our Website
MIDLANDTEXAS.GOV

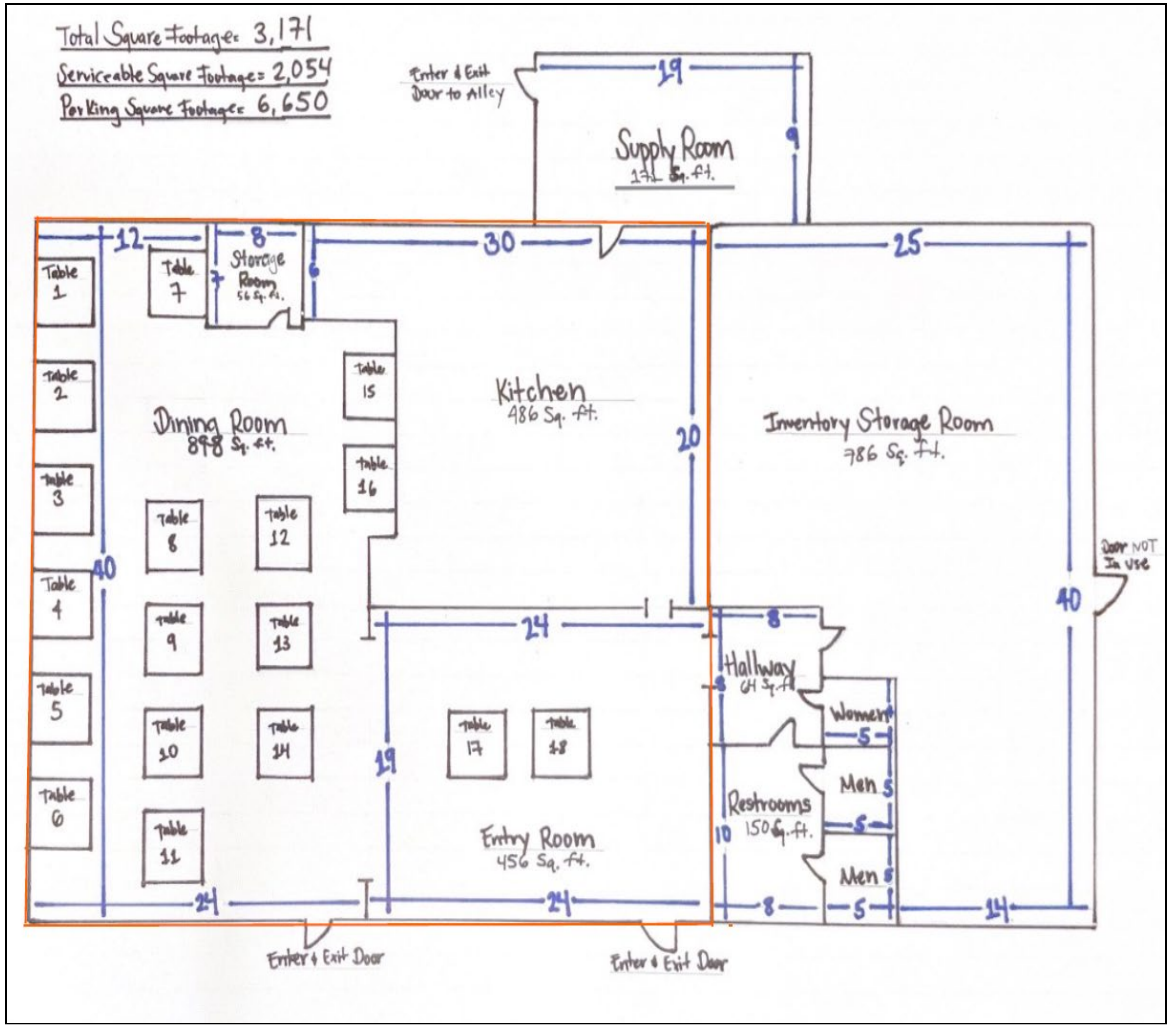
APPLICATION SUMMARY

- **Applicant:** Jose Arambula
- **Property Owner:** Pablo Villela
- **Location:** 1422 Rankin Highway (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant



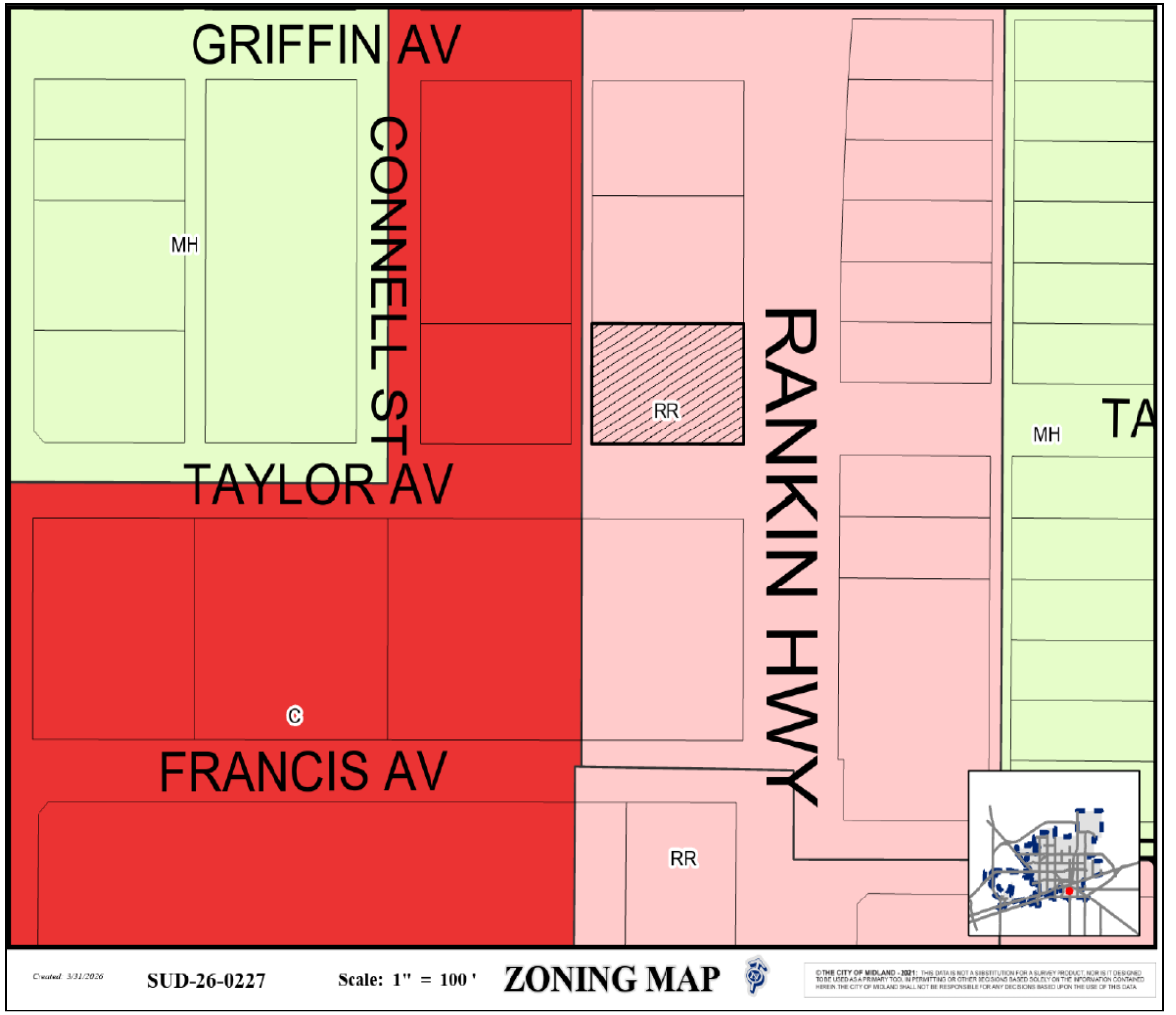
DETAILS OF REQUEST

- **For an existing restaurant**
- **Area of Business:** 3,171 SF
- **Serviceable Area:** 2,054 SF
- **Hours of Operation:** Monday through Sunday from 8:00 a.m. to 11:00 p.m.
- **Sales of Alcohol:** Monday through Saturday 8:00 a.m. to 11:00 p.m. Sunday from 10:00 a.m. to 11:00 p.m.



ZONING

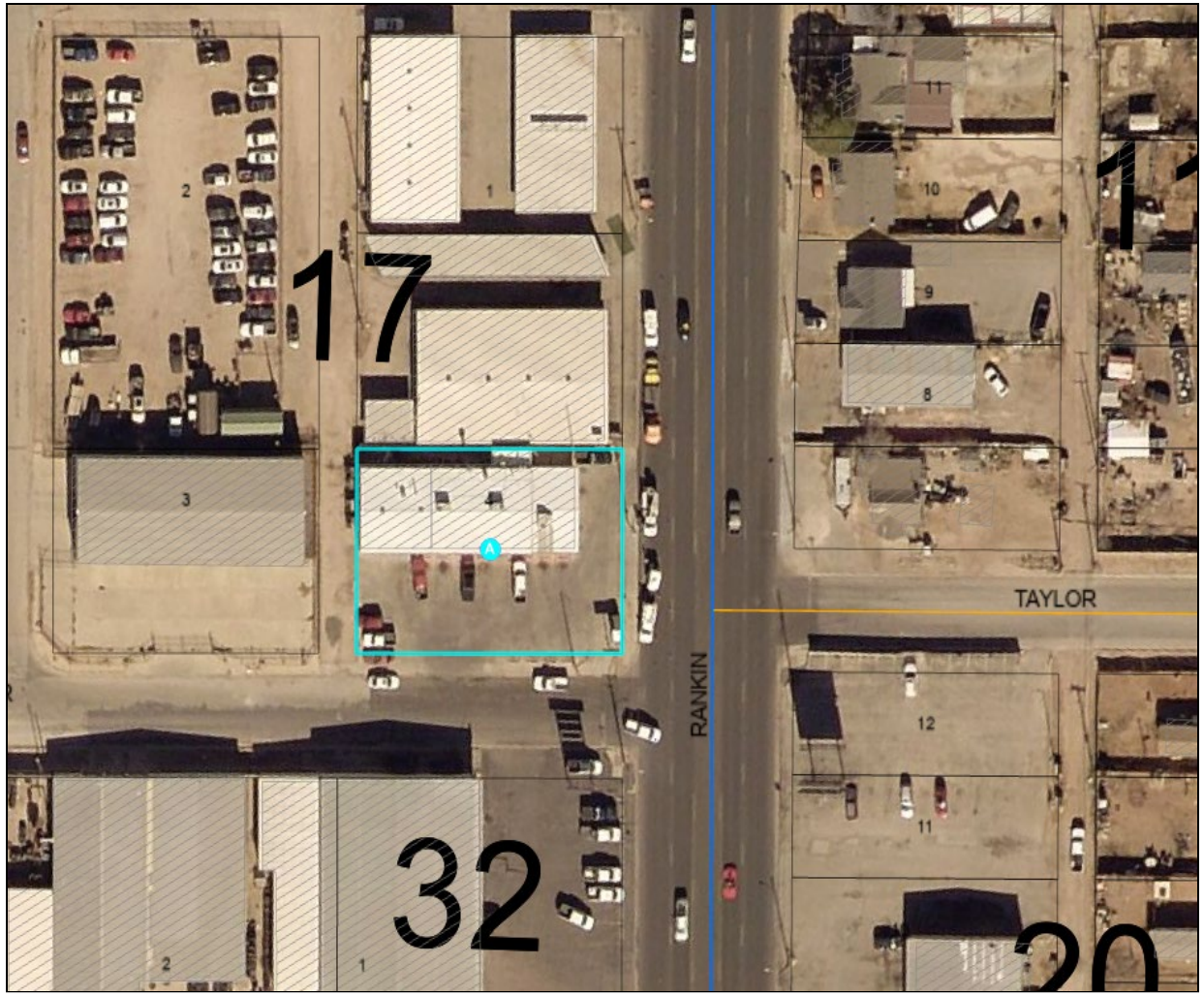
- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **South/North/East:** RR, Regional Retail District
  - **West:** C, Commercial District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



4

LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North:** Clinic
  - **West:** Commercial Use
  - **East:** Retail Shops
  - **South:** Automotive Shop



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On Rankin Highway, Looking West

6

MIDLAND
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COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,054 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.



STAFF'S RECOMMENDATION

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Monday through Saturday from 8:00 a.m. to 11:00 p.m.; and Sunday from 10:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 32.
Meeting Date: April 28, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.497-ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF DEAUVILLE BOULEVARD, APPROXIMATELY 285 FEET WEST OF GRIFFITH DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:

Angel Robinson, on behalf of Midland Westridge, LLC, is requesting a zone change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District for future commercial development for property located on the north side of Deauville Boulevard.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned PD, Planned Development District for a Shopping Center, to the east is a daycare, and the properties to the north and west consist of

vacant land. The property to the south is zoned PD, Planned Development District for an Office Center and is an office building.

Analysis:

The subject property is located on the north side of Deaville Boulevard and is presently zoned PD, Planned Development District for a Shopping Center. Angel Robinson, on behalf of Midland Westridge, LLC, is requesting a zone change to RR, Regional Retail District for future commercial development. Though the proposed commercial use for this property is presently allowed within the PD, the industry standard design for their building will not conform to the strict building material and elevation standards within the PD. Changing this property's zoning to RR, Regional Retail District, would allow for the proposed commercial use to develop within the standards of the RR straight zoning. The proposed use would align with the surrounding area.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-High (U-H). This designation calls for a mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractions. Parking garages or public parking lots may be found in these areas. Higher levels of urban amenities are used to offset the area's intensity level.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections or comments.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of April 17, 2026.

Attachments:
A. ORD W EXH - Z-26-0470.PDSC to RR Ord w Exh
B. Z-26-0470, Combined Docs
C. CC - - 6023 Andrews ZC

Britton Murry, Development Services	Created/Initiated - 4/17/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/21/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.497-ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF DEAUVILLE BOULEVARD, APPROXIMATELY 285 FEET WEST OF GRIFFITH DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 4.497-acre tract of land out of Lot 10, Block 7, Westridge Park Addition, Section 39, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

ZONING DESCRIPTION

BEING a tract of land situated in the Texas & Pacific Railway Survey, Abstract No. 258, City of Midland, Midland County, Texas, being a portion of Lot 10, Block 7 of Westridge Park Addition, Section 39, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet L, Page 63, Plat Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow cap stamped "PLS 1974" found for the southwest corner of Lot 6A, Block 7 of said Westridge Park Addition, and the southeast corner of said Lot 10, Block 7, and being in the north right-of-way line of Deauville Boulevard (a 110-foot public right-of-way), from which a punch hole in concrete found for the southeast corner of said Lot 6A, Block 7 bears North 75°13'55" East, a distance of 308.72 feet;

THENCE South 75°13'55" West with said north right-of-way line of Deauville Boulevard and the south line of said Lot 10, Block 7, a distance of 468.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner, from which a 1/2-inch iron rod found for the southwest corner of said Lot 10, Block 7 bears South 75°13'55" West, a distance of 313.95 feet;

THENCE over and across said Lot 10, Block 7, the following courses and distances:

North 14°45'21" West, a distance of 418.44 feet to a point for corner;

North 75°13'55" East, a distance of 468.11 feet to a point for corner;

South 14°45'21" East, passing at a distance of 228.82 feet a Mag Nail with washer stamped "Dunaway Associates" found for the northwest corner of said Lot 6A, Block 7, continuing with the west line of said Lot 6A, Block 7, in all a distance of 418.44 feet to the **POINT OF BEGINNING** and containing a computed area of 195,874 square feet or 4.497 acres of land.

Bearings based on the State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983. Adjustment Realization 2011.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



2/11/2026

ZONING DESCRIPTION

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BEGINNING at a 1/2-inch iron rod with yellow cap stamped "PLS 1974" found for the southwest corner of Lot 6A, Block 7 of said Westridge Park Addition, and the southeast corner of said Lot 10, Block 7, and being in the north right-of-way line of Deauville Boulevard (a 110-foot public right-of-way), from which a punch hole in concrete found for the southeast corner of said Lot 6A, Block 7 bears North 75°13'55" East, a distance of 308.72 feet;

THENCE South 75°13'55" West with said north right-of-way line of Deauville Boulevard and the south line of said Lot 10, Block 7, a distance of 468.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner, from which a 1/2-inch iron rod found for the southwest corner of said Lot 10, Block 7 bears South 75°13'55" West, a distance of 313.95 feet;

THENCE over and across said Lot 10, Block 7, the following courses and distances:

North 14°45'21" West, a distance of 418.44 feet to a point for corner;

North 75°13'55" East, a distance of 468.11 feet to a point for corner;

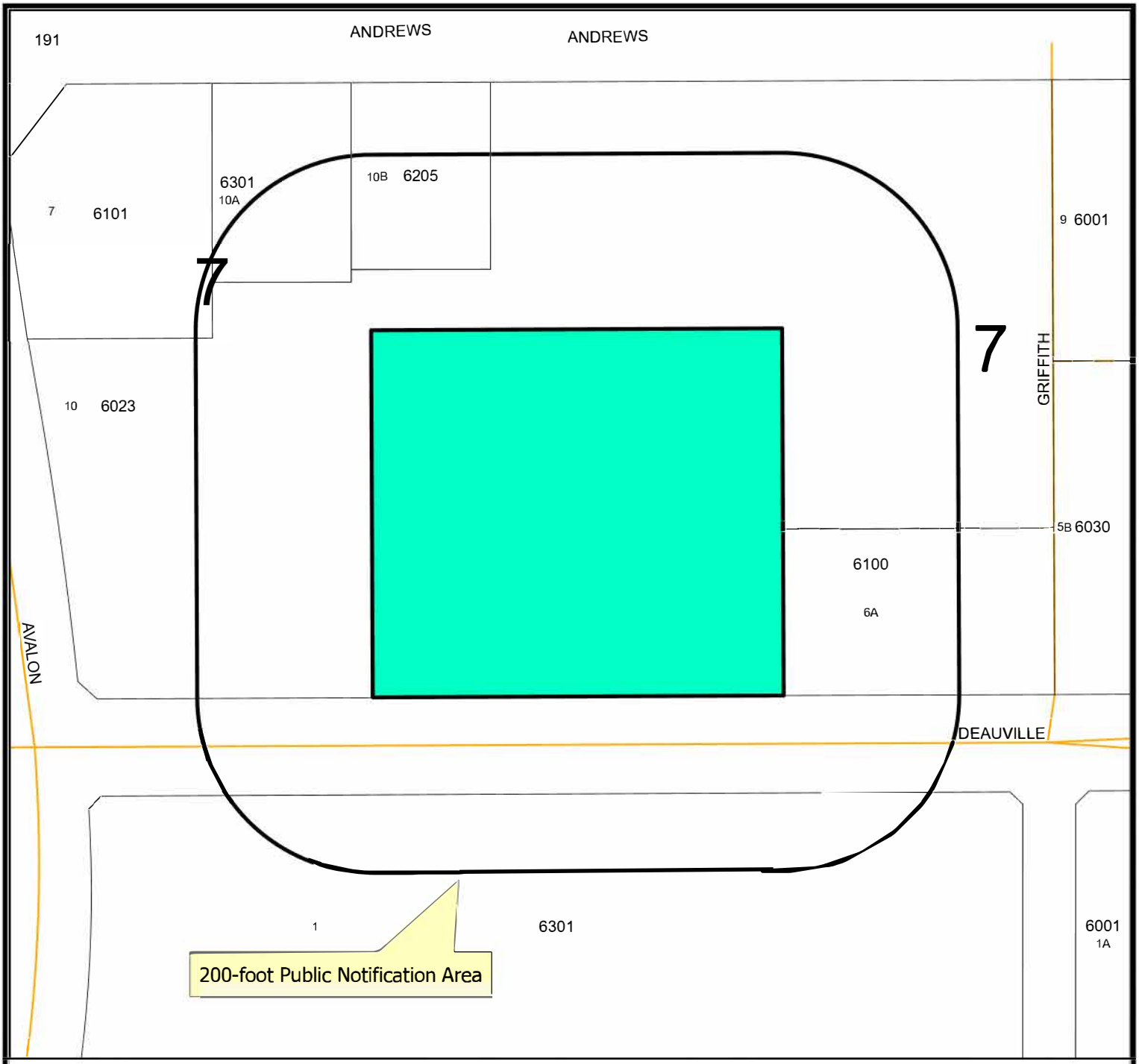
South 14°45'21" East, passing at a distance of 228.82 feet a Mag Nail with washer stamped "Dunaway Associates" found for the northwest corner of said Lot 6A, Block 7, continuing with the west line of said Lot 6A, Block 7, in all a distance of 418.44 feet to the **POINT OF BEGINNING** and containing a computed area of 195,874 square feet or 4.497 acres of land.

Bearings based on the State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983. Adjustment Realization 2011.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



2/11/2026



Location Map

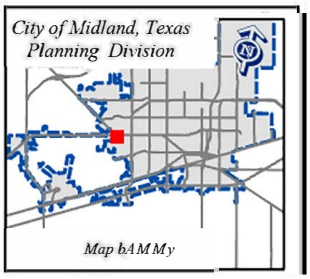
Z-26-0470 **Scale: 1" = 163 '**

Consider a request by Angel Robinson, on behalf of Midland Westridge, LLC, for a Zone Change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District on a 4.497-acre tract of land out of Lot 10, Block 7, Westridge Park Addition, Section 39, City and County of Midland, Texas.

Generally located on the north side of Deauville Boulevard, approximately 285 feet west of Griffith Drive. (Council District 4)

LEGEND

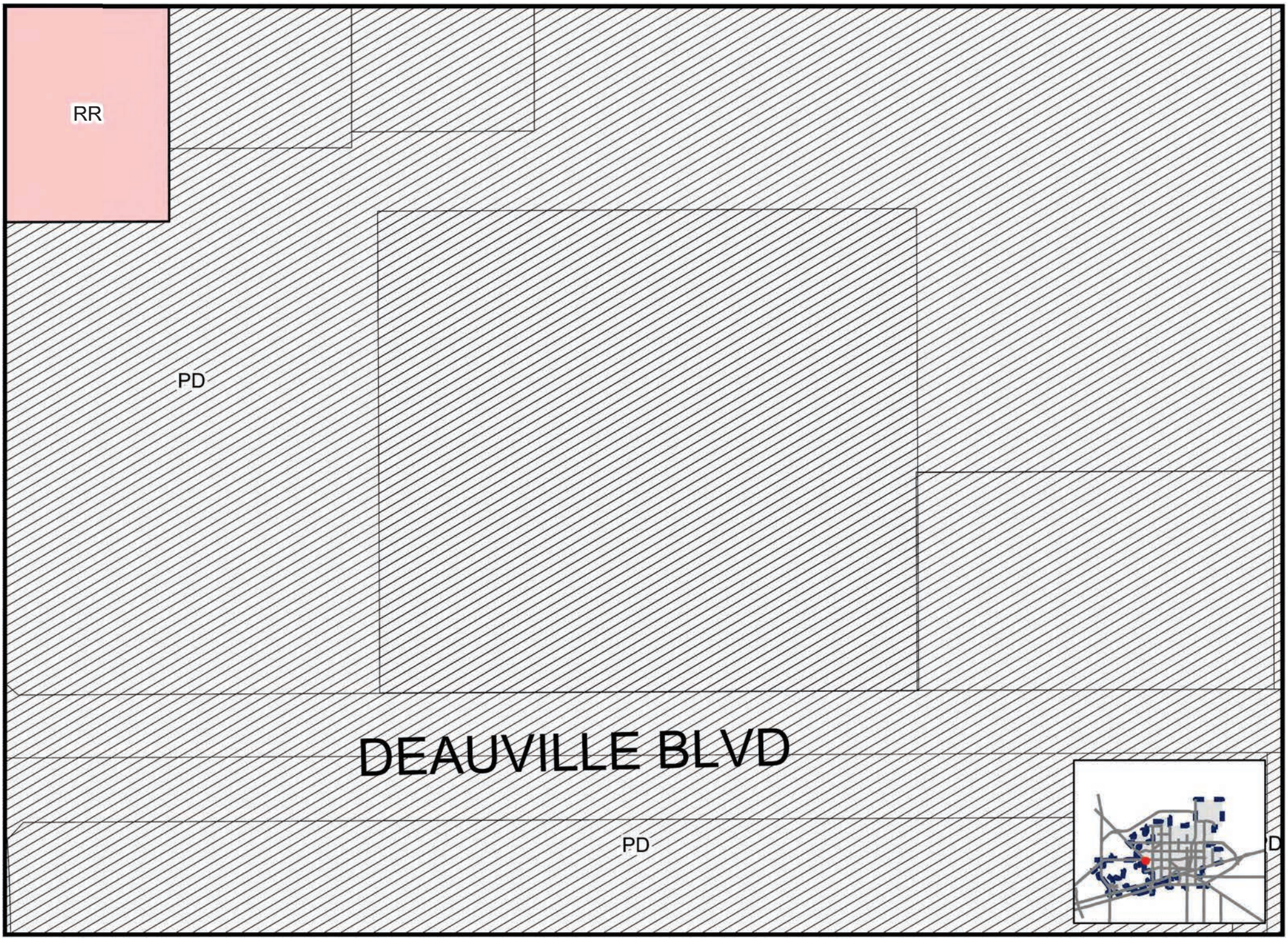
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 3/6/2026

Z-26-0470

Scale: 1" = 104 '

ZONING MAP

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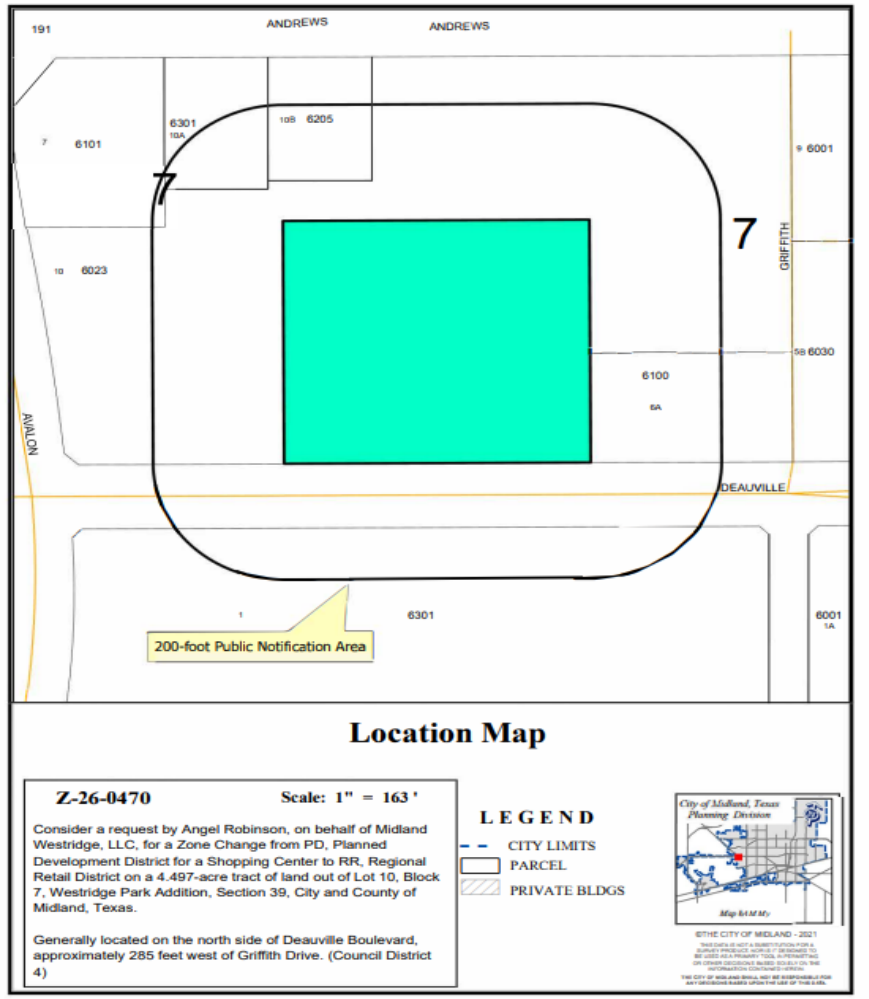

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AVALON
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DEAUVILLE




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APPLICATION SUMMARY

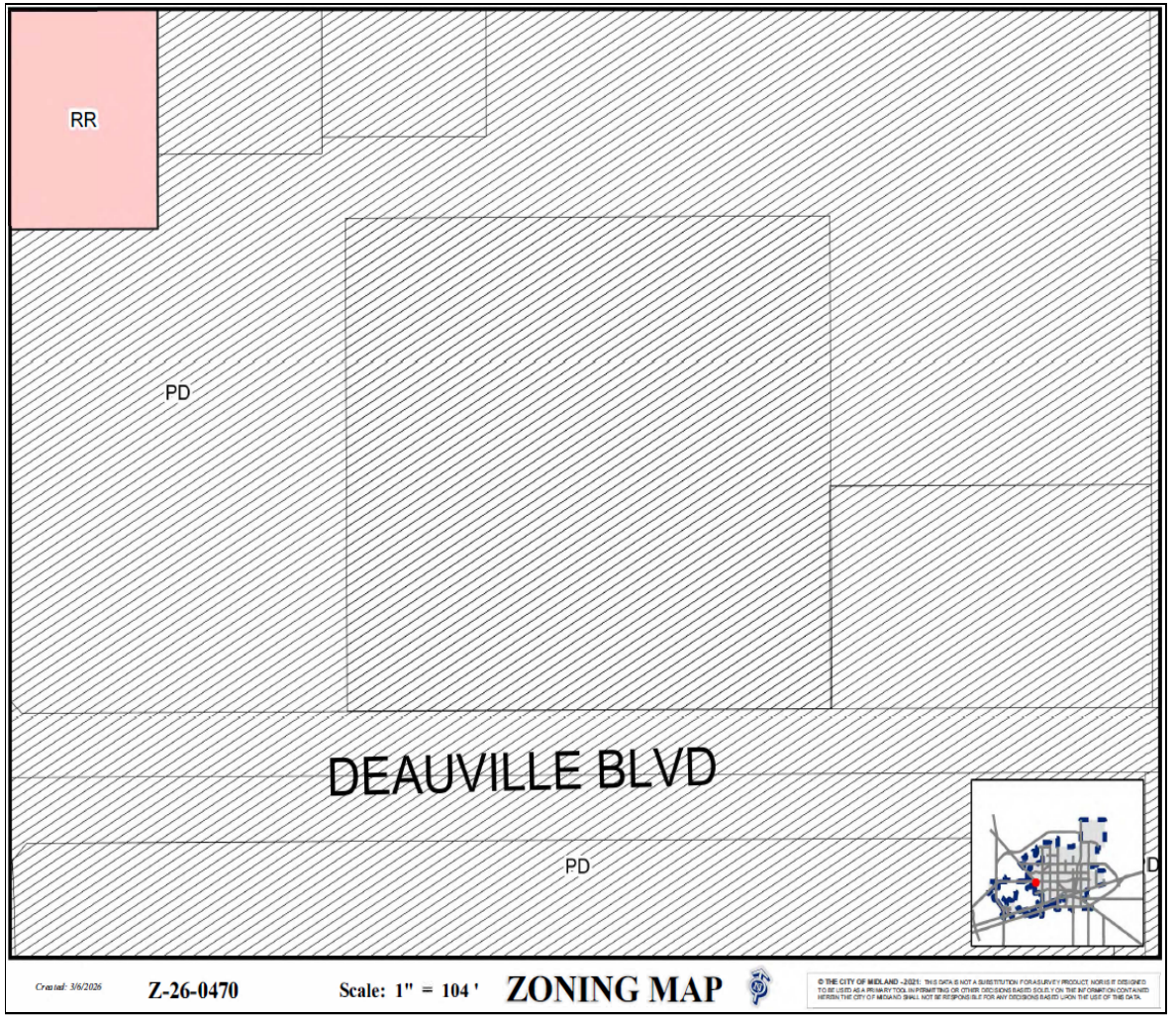
- **Property Owner:** Midland Westridge, LLC
- **Location:** Generally located on the north side of Deauville Boulevard, approximately 285 feet west of Griffith Drive. (Council District 4)
- **Reason for Request:** Indoor amusement & restaurant



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ZONING

- **Current Zoning:** PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North/East/West/South:** PD, Planned Development District for a Shopping Center
- **Proposed Zoning:** RR, Regional Retail District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Vacant Land
  - **East:** Vacant Land and a School
  - **South:** Office Building
- **Proposed Use:** Indoor Amusement & Restaurant



MIDLAND
Be the Energy!



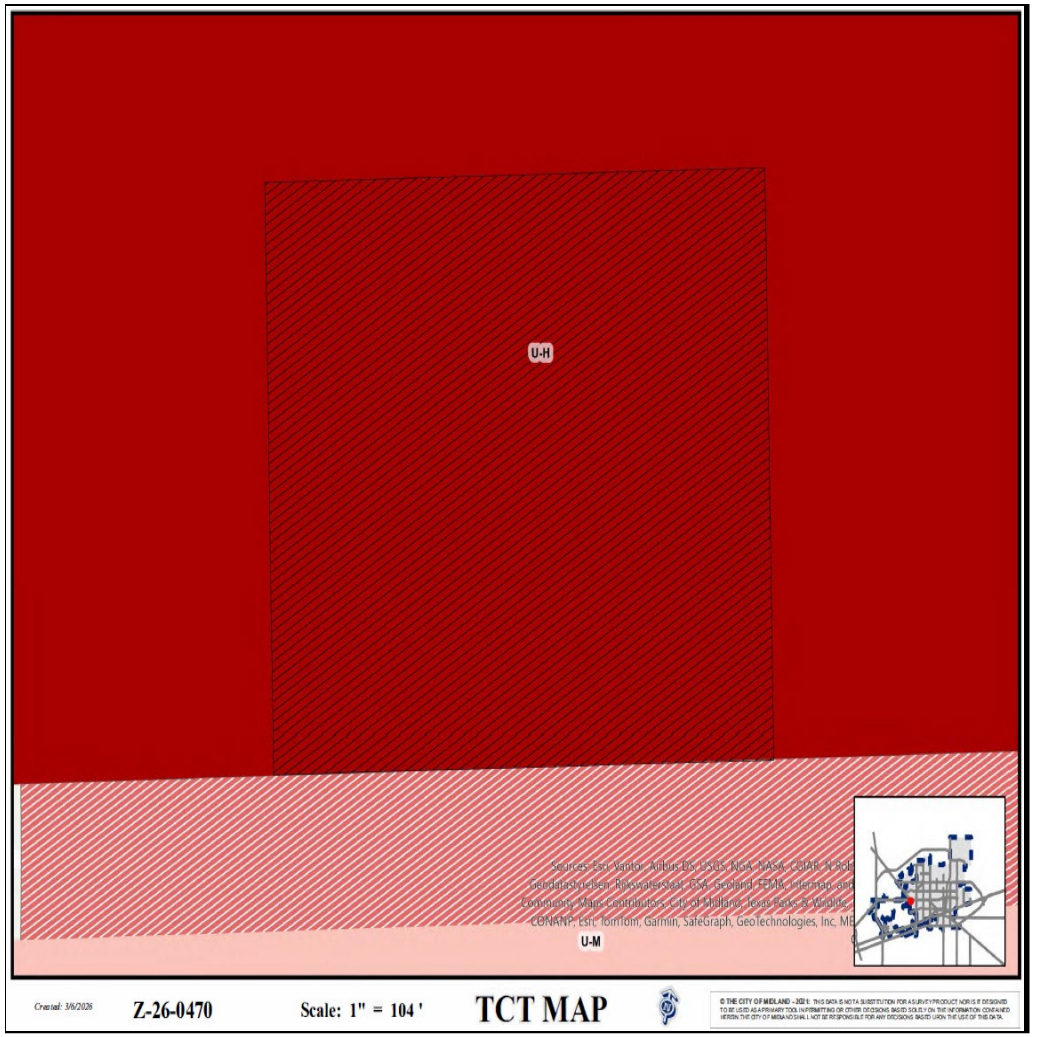
On Deauville Boulevard, Looking East

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High, (U-H)
- **Supported Uses:** A mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



RELATED ITEMS

- In addition to the zone change request, this property is also in the process of obtaining an SUD for alcohol sales for on-premise consumption.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on April 6, 2026.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 33.
Meeting Date: April 28, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 25,016-SQUARE FOOT PORTION OF A 4.497-ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF DEAUVILLE BOULEVARD, APPROXIMATELY 285 FEET WEST OF GRIFFITH DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Midland Westridge LLC is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant located at 6023 Andrews Highway.

Recommended Action:
Approve

Fiscal Impact:
This proposal does not have a significant financial impact to the City.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for Shopping Center and is the location of a Starbucks and gas station. The properties to the east are zoned PD, Planned Development District and are the locations of vacant property. The properties to the south are zoned PD, Planned District and is the location of Chevron. The properties to the west are zoned RR, Regional Retail District and of is vacant.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The property does not have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 25,016 square feet and the proposed alcohol serviceable area is 14,580-square feet.

The proposed days and hours of operation are:

Monday and Tuesday from 11 a.m. to 12 a.m.
Wednesday and Thursday from 11 a.m. to 1 a.m.
Friday from 11 a.m. to 2 a.m.
Saturday from 10 a.m. to 2 a.m.
Sunday from 10 a.m. to 12 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday and Tuesday from 11 a.m. to 12 a.m.
Wednesday and Thursday from 11 a.m. to 1 a.m.
Friday from 11 a.m. to 2 a.m.
Saturday from 10 a.m. to 2 a.m.
Sunday from 10 a.m. to 12 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

Contact the Fire Marshal's Office for a fire inspection before opening the business.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 972 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) This establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 14,580 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday and Tuesday from 11 a.m. to 12 a.m.
Wednesday and Thursday from 11 a.m. to 1 a.m.
Friday from 11 a.m. to 2 a.m.
Saturday from 10 a.m. to 2 a.m.
Sunday from 10 a.m. to 12 a.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

Letters of Objection:

As of April 17, 2026 staff has not received any letters of objections.

Attachments:

A. SUD-26-0221, Combined Docs
B. SUD-26-0221, Alcohol SUD 6023 Andrew Hwy
C. SUD-26-0221.Alcohol Sales Ord w Exh

Alexis Martinez, Development Services	Created/Initiated - 4/9/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/21/2026

ZONING DESCRIPTION

BEING a tract of land situated in the Texas & Pacific Railway Survey, Abstract No. 258, City of Midland, Midland County, Texas, being a portion of Lot 10, Block 7 of Westridge Park Addition, Section 39, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet L, Page 63, Plat Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow cap stamped "PLS 1974" found for the southwest corner of Lot 6A, Block 7 of said Westridge Park Addition, and the southeast corner of said Lot 10, Block 7, and being in the north right-of-way line of Deauville Boulevard (a 110-foot public right-of-way), from which a punch hole in concrete found for the southeast corner of said Lot 6A, Block 7 bears North 75°13'55" East, a distance of 308.72 feet;

THENCE South 75°13'55" West with said north right-of-way line of Deauville Boulevard and the south line of said Lot 10, Block 7, a distance of 468.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner, from which a 1/2-inch iron rod found for the southwest corner of said Lot 10, Block 7 bears South 75°13'55" West, a distance of 313.95 feet;

THENCE over and across said Lot 10, Block 7, the following courses and distances:

North 14°45'21" West, a distance of 418.44 feet to a point for corner;

North 75°13'55" East, a distance of 468.11 feet to a point for corner;

South 14°45'21" East, passing at a distance of 228.82 feet a Mag Nail with washer stamped "Dunaway Associates" found for the northwest corner of said Lot 6A, Block 7, continuing with the west line of said Lot 6A, Block 7, in all a distance of 418.44 feet to the **POINT OF BEGINNING** and containing a computed area of 195,874 square feet or 4.497 acres of land.

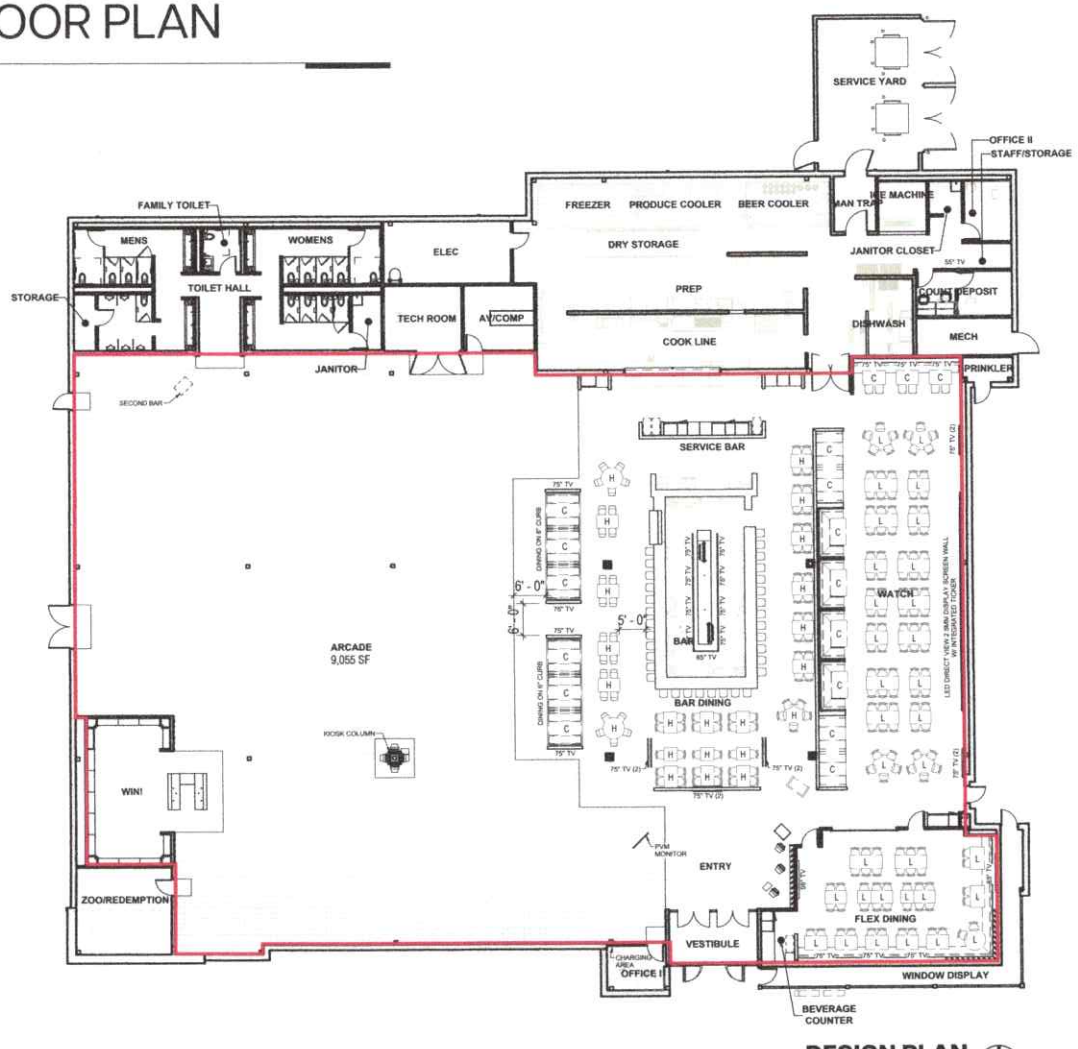
Bearings based on the State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983. Adjustment Realization 2011.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



2/11/2026

MIDLAND, TX
SUD - FLOOR PLAN



DESIGN PLAN
NOT TO SCALE

SEAT COUNTS		25K
FLEX DINING	15	60
WATCH	29	134
BAR/BAR DINING	28	155
GAME SUITES	–	–
TOTAL	**72**	**349**

(TABLES / SEATS)

SQUARE FOOTAGE	25K
ENTRY (INCLUDES VESTIBULE)	621
FLEX DINING	735
WATCH	1,778
BAR/BAR DINING	1,804
GAME SUITES	–
SPECIAL EVENTS	–
VIP	–
ARCADE	9,055
WIN! & ZOO	743
TECH	178
BACK OF HOUSE	3,043
MECH/ELEC	414
OFFICES	352
TOILET ROOMS	1,111
DISPLAY WINDOW	335
MISC./CIRCULATION	2,317
TOTAL INTERIOR	**24,268**
TOTAL GROSS	**25,016**

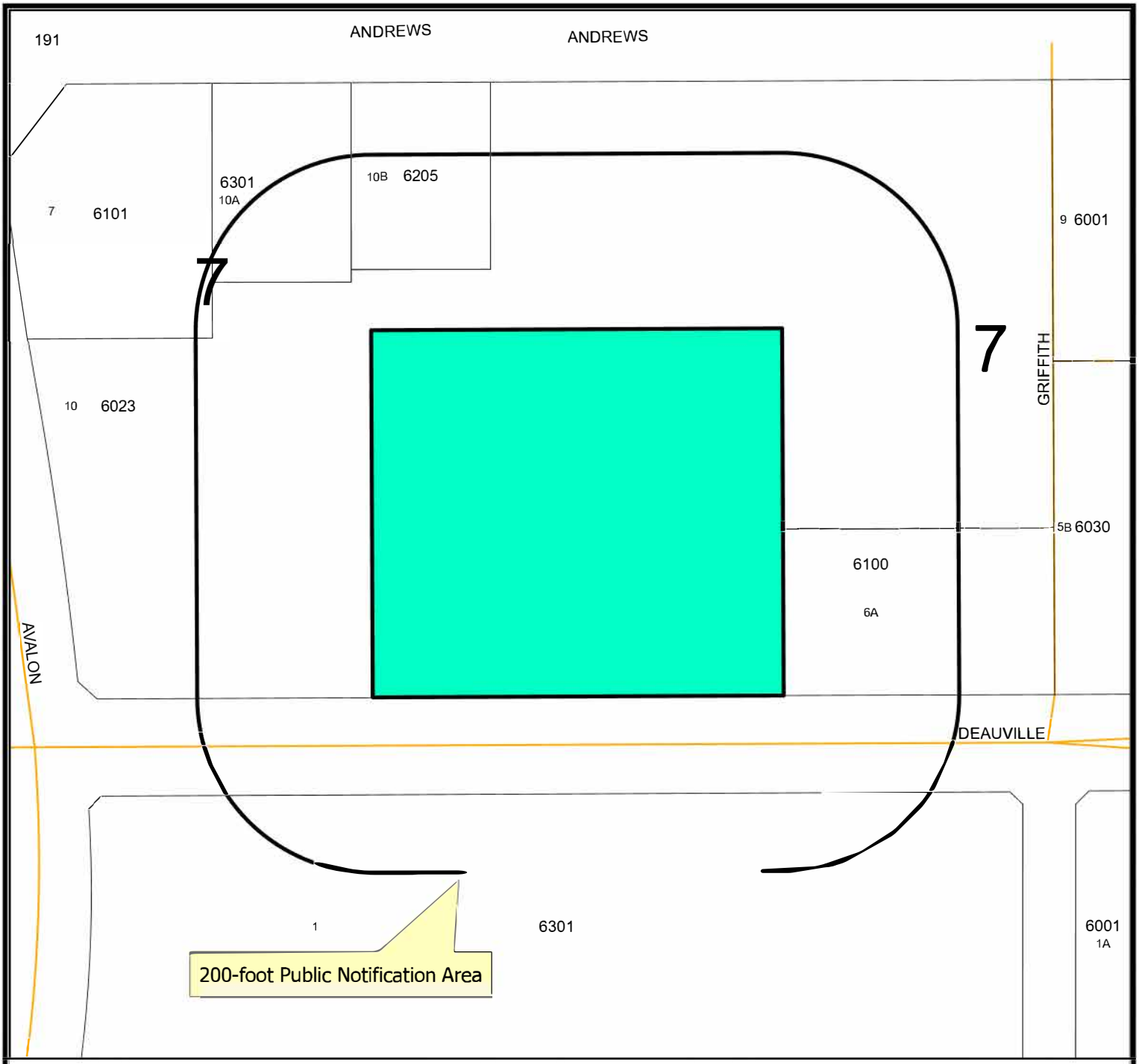
(SQUARE FOOTAGE)

PUBLIC FACING AREAS SERVING ALCOHOL
(OUTLINED IN RED)

ENTRY	621 **SF**
FLEX DINING	735 **SF**
WATCH	1,778 **SF**
BAR/BAR DINING	1,804 **SF**
SECOND BAR (PORTABLE)	6 **SF**
ARCADE	9,055 **SF**
WIN!	581 **SF**
TOTAL	**14,580 SF**

TOILET REQUIREMENTS

FIXTURE TYPE	MEN	WOMEN	FAMILY	EMPLOYEE
	PROVIDED			
W.C. (1 PER 75)	5	9	1	-
LAV. (1 PER 200)	5	5	1	-
URINALS	5	-	-	-



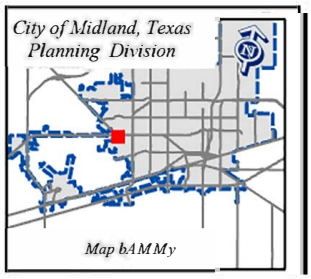
Location Map

SU D-26-0221 **Scale: 1" = 163 '**

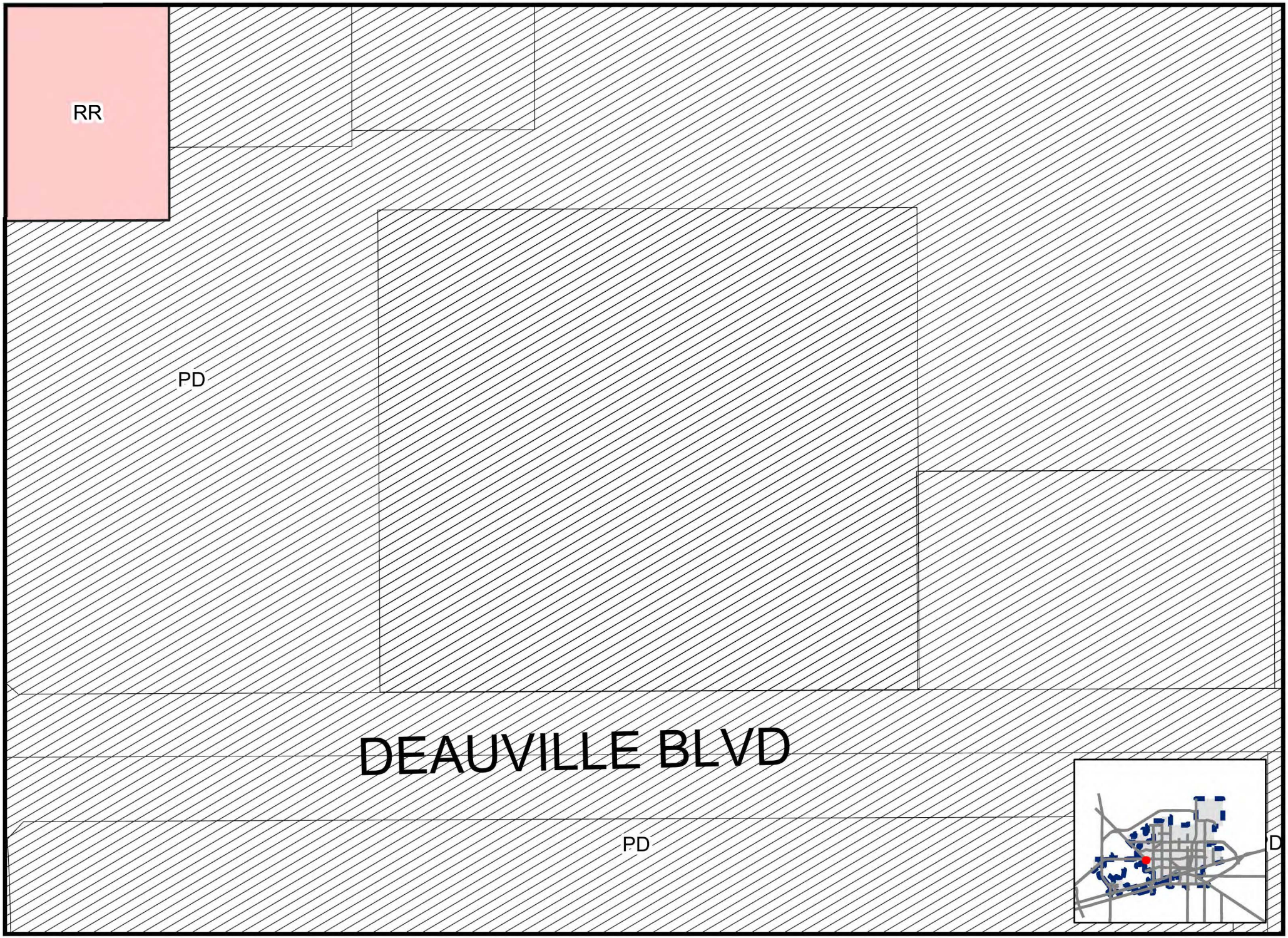
Consider a request by Midland Westridge, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a restaurant, for a 25,016-square foot portion of a 4.497-acre tract of land out of Lot 10, Block 7, Westridge Park Addition, Section 39, City and County of Midland, Texas.
Generally located at the north side of Deauville Boulevard, approximately 285 feet west of Griffith Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 3/6/2026

SUD-26-0221

Scale: 1" = 104 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS DATA.

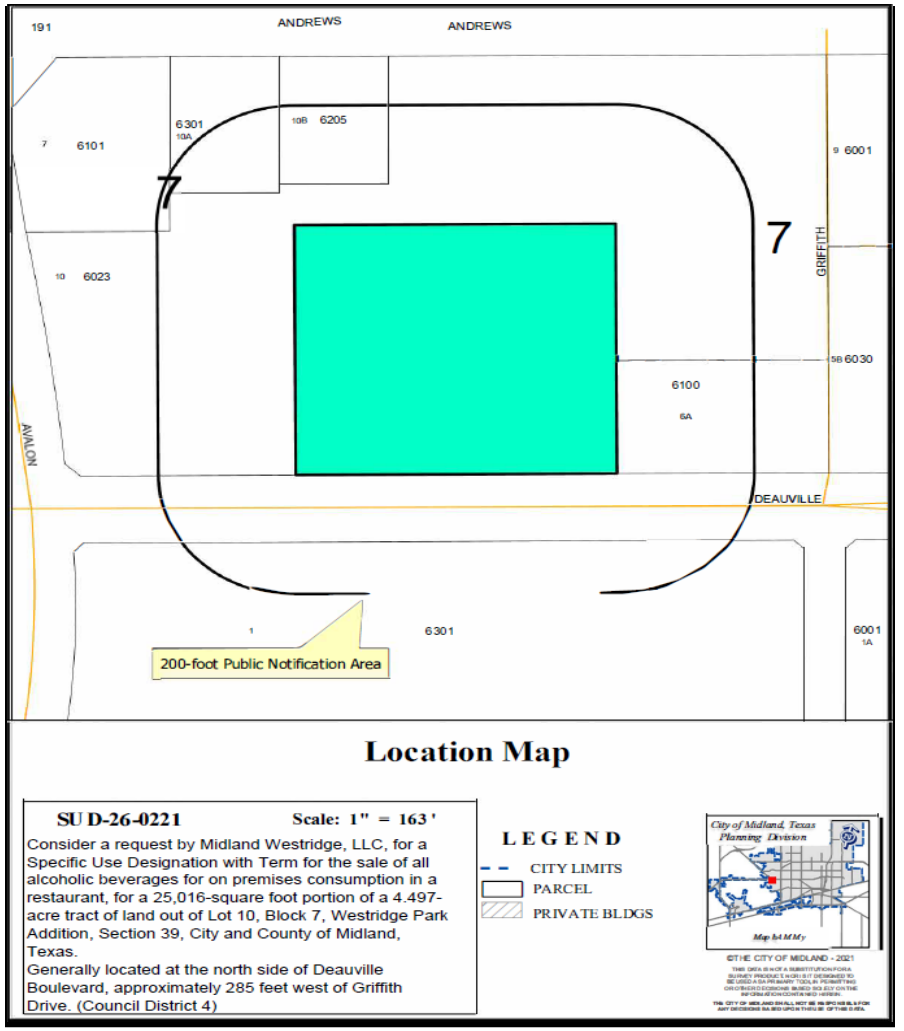

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6301
6205
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6100
6A
WESTRIDGE
6001
6030
GRIFFITH
AVALON
DEAUVILLE




MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
6023 ANDREWS HWY
Visit Our Website
MIDLANDTEXAS.GOV

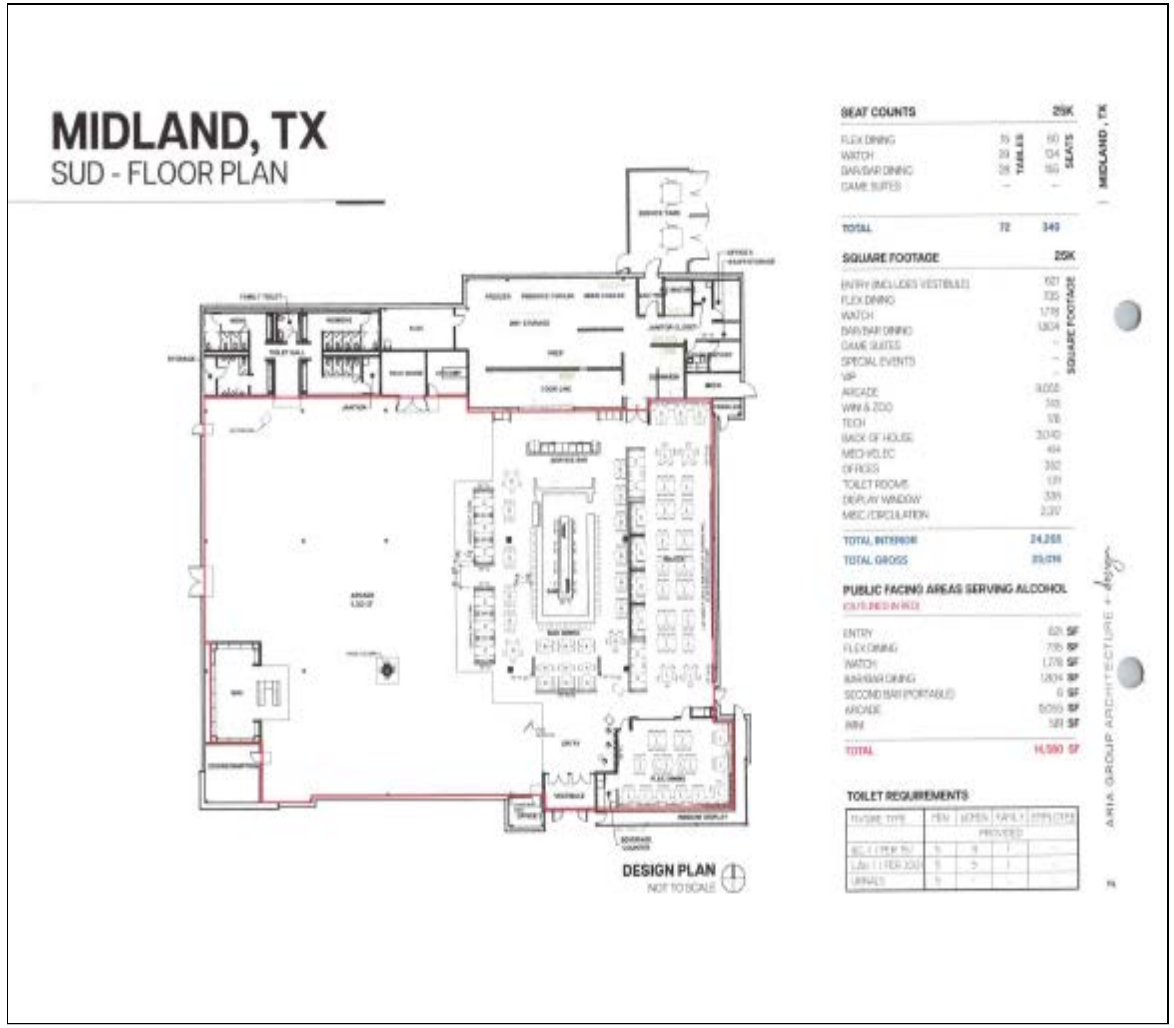
APPLICATION SUMMARY

- **Property Owner:** Midland Westridge LLC
- **Location:** Generally located on the north side of Deauville Boulevard, approximately 285 feet west of Griffith Drive (Council District 4)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant.



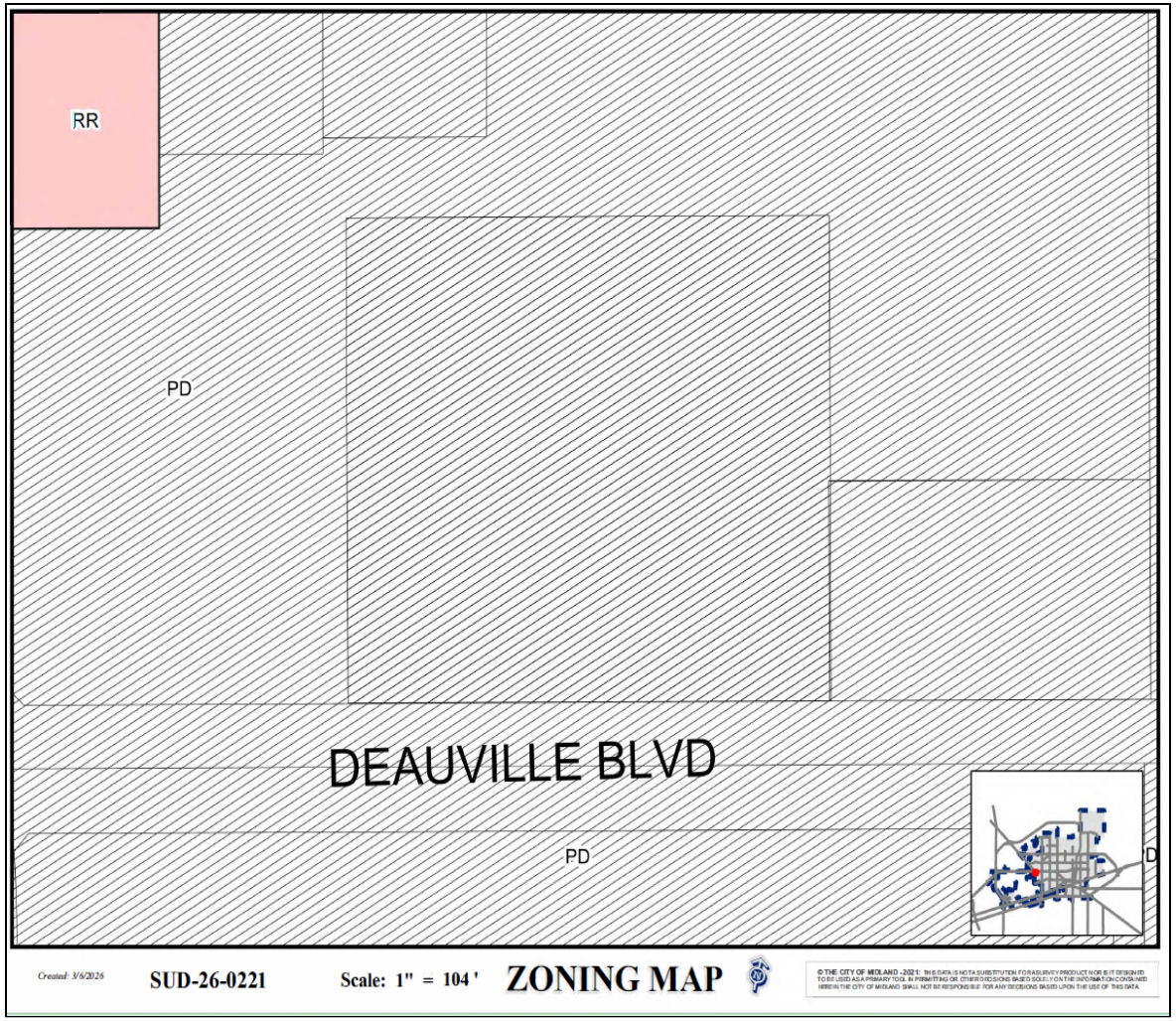
DETAILS OF REQUEST

- **For a new restaurant.**
- **Area of Business:** 25,016 SF
- **Serviceable Area:** 14,580 SF
- **Hours of Operation and Sales of Alcohol:** Monday through Tuesday 11:00 a.m. to 12:00 a.m. Wed. through Thursday 11:00 a.m. to 1:00 a.m. Friday 11:00 a.m. to 2:00 a.m. Saturday 10:00 a.m. to 2:00 a.m. Sunday 10:00 a.m. to 12:00 a.m.



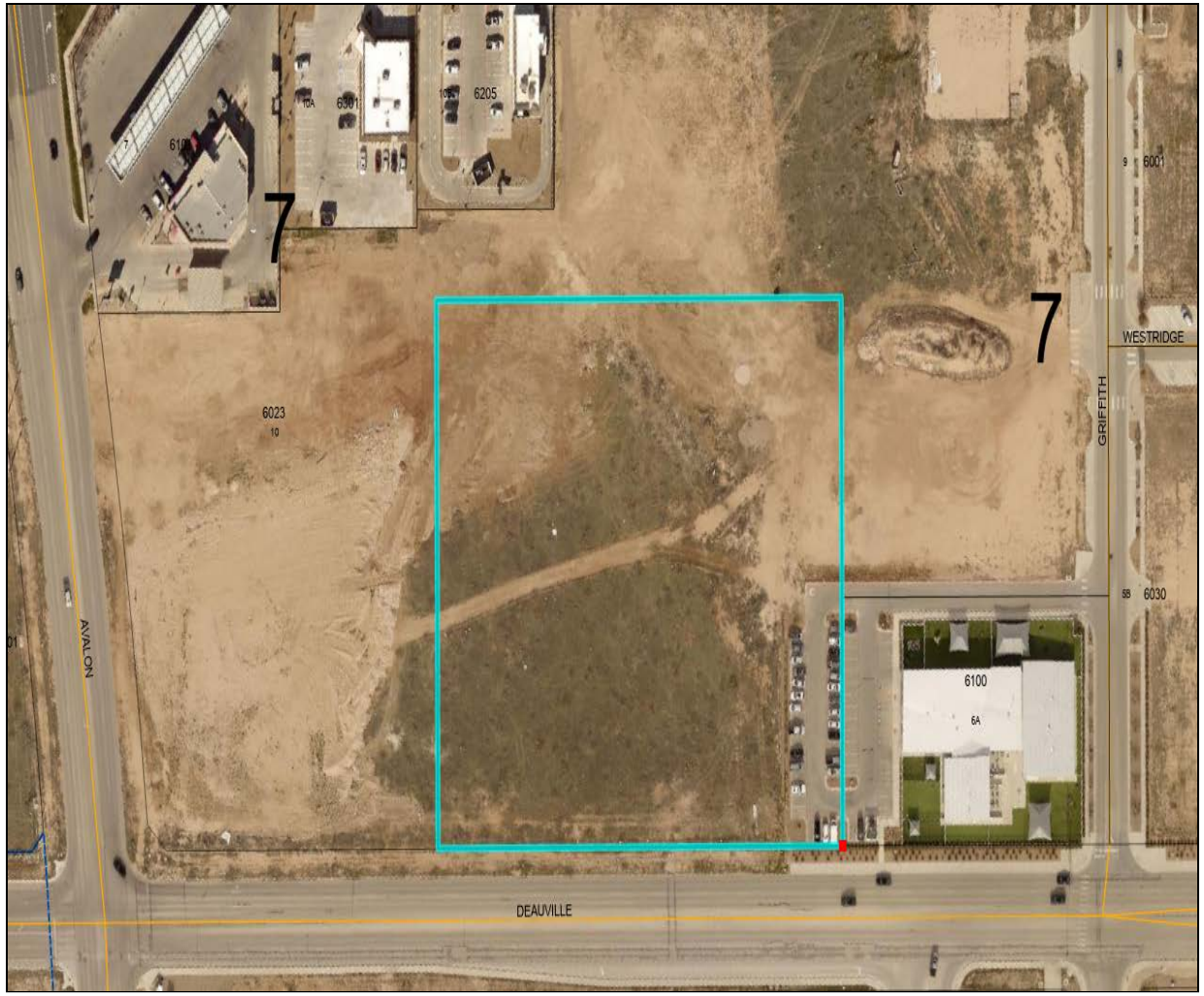
ZONING

- **Current Zoning**: PD, Planned Development District subject to change upon approval of the zone change RR, Regional Retail.
- **Surrounding Zoning:**
  - **North/East/West/South:** PD, Planned Development District for a Shopping Center
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Vacant Land
  - **East:** Vacant Land and a School
  - **South:** Office Building
- **Proposed Use:** Indoor amusement & restaurant



MIDLAND
Be the Energy!

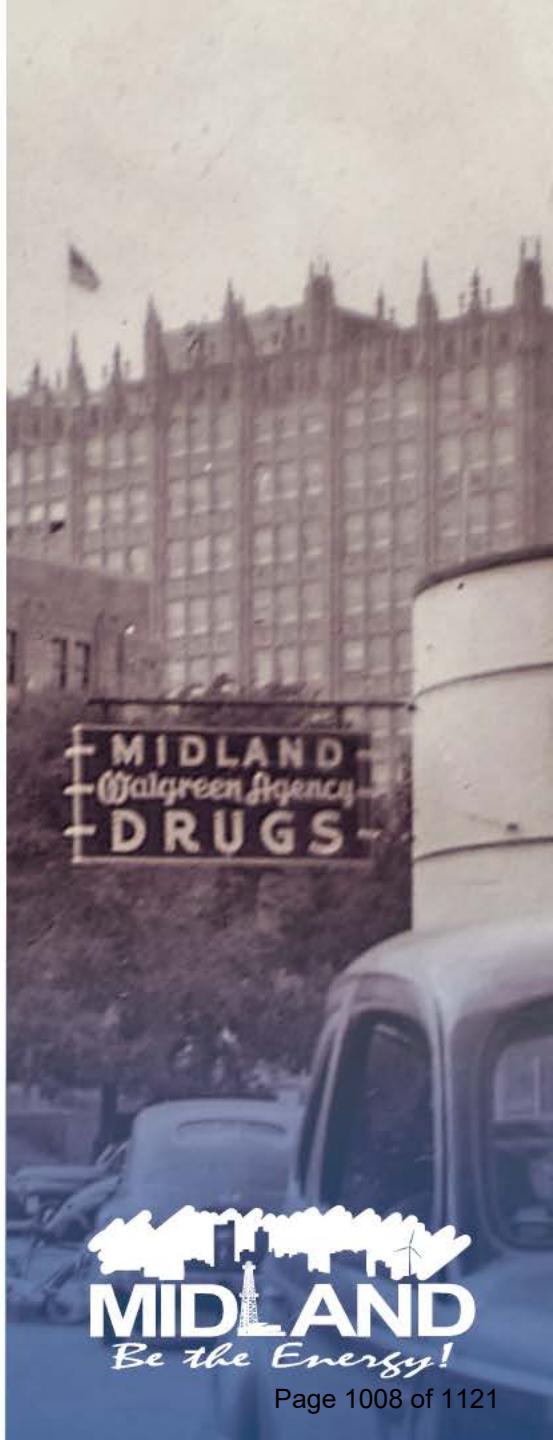


On Deauville Boulevard, Looking East

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 14,580 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Tuesday 11:00 a.m. to 12:00 a.m. Wed. through Thursday 11:00 a.m. to 1:00 a.m. Friday 11:00 a.m. to 2:00 a.m. Saturday 10:00 a.m. to 2:00 a.m. Sunday 10:00 a.m. to 12:00 a.m.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 25,016-SQUARE FOOT PORTION OF A 4.497-ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF DEAUVILLE BOULEVARD, APPROXIMATELY 285 FEET WEST OF GRIFFITH DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 25,016-square foot portion of a 4.497-acre tract of land out of Lot 10, Block 7, Westridge Park Addition, Section 39, City and County of Midland, Texas (the "Property"), said 4.497-acre tract of land being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale

of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 14,580 square feet as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday and Tuesday from 11:00 a.m. to 12:00 a.m. (midnight);
Wednesday and Thursday from 11:00 a.m. to 1:00 a.m. of the following day;
Friday from 11:00 a.m. to 2:00 a.m. of the following day;
Saturday from 10:00 a.m. to 2:00 a.m. of the following day; and
Sunday from 10:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

ZONING DESCRIPTION

BEING a tract of land situated in the Texas & Pacific Railway Survey, Abstract No. 258, City of Midland, Midland County, Texas, being a portion of Lot 10, Block 7 of Westridge Park Addition, Section 39, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet L, Page 63, Plat Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow cap stamped "PLS 1974" found for the southwest corner of Lot 6A, Block 7 of said Westridge Park Addition, and the southeast corner of said Lot 10, Block 7, and being in the north right-of-way line of Deauville Boulevard (a 110-foot public right-of-way), from which a punch hole in concrete found for the southeast corner of said Lot 6A, Block 7 bears North 75°13'55" East, a distance of 308.72 feet;

THENCE South 75°13'55" West with said north right-of-way line of Deauville Boulevard and the south line of said Lot 10, Block 7, a distance of 468.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner, from which a 1/2-inch iron rod found for the southwest corner of said Lot 10, Block 7 bears South 75°13'55" West, a distance of 313.95 feet;

THENCE over and across said Lot 10, Block 7, the following courses and distances:

North 14°45'21" West, a distance of 418.44 feet to a point for corner;

North 75°13'55" East, a distance of 468.11 feet to a point for corner;

South 14°45'21" East, passing at a distance of 228.82 feet a Mag Nail with washer stamped "Dunaway Associates" found for the northwest corner of said Lot 6A, Block 7, continuing with the west line of said Lot 6A, Block 7, in all a distance of 418.44 feet to the **POINT OF BEGINNING** and containing a computed area of 195,874 square feet or 4.497 acres of land.

Bearings based on the State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983. Adjustment Realization 2011.

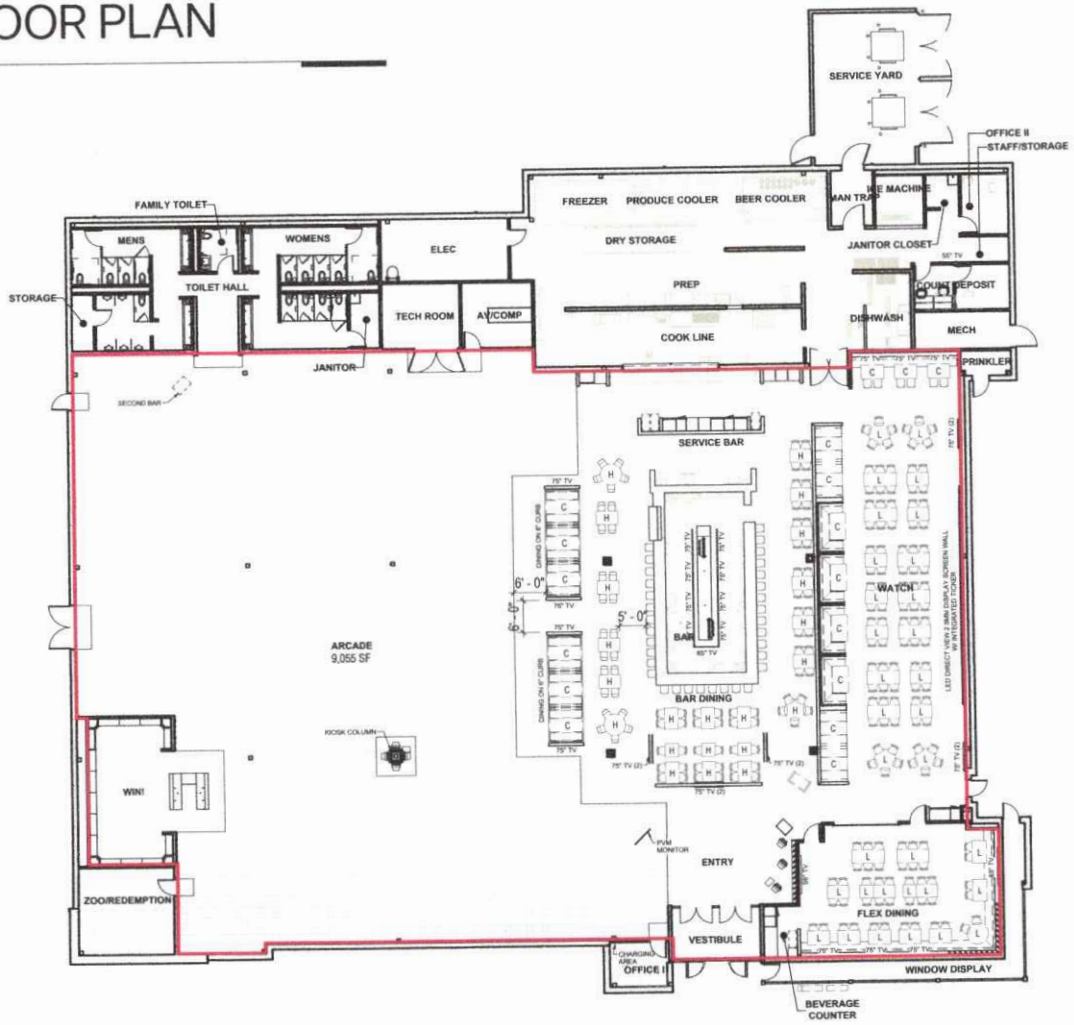
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



2/11/2026

EXHIBIT B

MIDLAND, TX
SUD - FLOOR PLAN



DESIGN PLAN
NOT TO SCALE

SEAT COUNTS			25K
FLEX DINING	15	60	
WATCH	29	134	
BAR/BAR DINING	28	155	
GAME SUITES	–	–	
TOTAL	72	349	

TABLES / SEATS

SQUARE FOOTAGE	25K
ENTRY (INCLUDES VESTIBULE)	621
FLEX DINING	735
WATCH	1,778
BAR/BAR DINING	1,804
GAME SUITES	–
SPECIAL EVENTS	–
VIP	–
ARCADE	9,055
WIN! & ZOO	743
TECH	178
BACK OF HOUSE	3,043
MECH/ELEC	414
OFFICES	352
TOILET ROOMS	1,111
DISPLAY WINDOW	335
MISC./CIRCULATION	2,317
TOTAL INTERIOR	24,268
TOTAL GROSS	25,016

SQUARE FOOTAGE

PUBLIC FACING AREAS SERVING ALCOHOL
(OUTLINED IN RED)

ENTRY	621 SF
FLEX DINING	735 SF
WATCH	1,778 SF
BAR/BAR DINING	1,804 SF
SECOND BAR (PORTABLE)	6 SF
ARCADE	9,055 SF
WIN!	581 SF
TOTAL	14,580 SF

TOILET REQUIREMENTS

FIXTURE TYPE	MEN	WOMEN	FAMILY	EMPLOYEE
	PROVIDED			
W.C. (1 PER 75)	5	9	1	-
LAV. (1 PER 200)	5	5	1	-
URINALS	5	-	-	-

City Council Meeting

Item Number: 34.
Meeting Date: April 28, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF LOT 2, BLOCK 73, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARSHALL STREET, APPROXIMATELY 95 FEET NORTH OF EAST MISSOURI 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

Purpose:
The applicant, Jose Alfredo Zarate, on behalf of A&D New Homes, LLC, is requesting a Zone Change from LI, Light Industrial District to SF-3, Single-Family Dwelling District to allow for the construction of a single family home at 108 South Marshall Street in District 2.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Discussion:

Current Zoning:

LI, Light Industrial District

Surrounding Zoning and Land Use:

All surrounding properties are zoned as LI, Light Industrial District. However, the area has been developed as exclusively single family homes, with a few remaining vacant lots.

Analysis:

The subject property is located at 108 South Marshall Street. The property is currently zoned LI, Light Industrial District. The applicant is seeking this zone change to allow for the construction of a single-family home.

The Tall City Tomorrow Comprehensive Plan, Chapter 3, designates this area as U-M, Urban-Medium. Supported uses include a mix of complementary uses, including single-family, schools, churches, offices, and mixed use.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Therefore, staff recommends approval of this Zone Change from LI, Light Industrial District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of April 17, 2026, staff has received no letters of objection for this request.

Attachments:

A. ORD W EXH - Z-26-0476.LI to SF-3 Ord w Exh
B. Z-26-0476, 108 S Marshall St, Combined
C. CC - - 108 S Marshall St, Zone Change (LI to SF-3)

Lori Elliott, Development Services	Created/Initiated - 4/17/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF LOT 2, BLOCK 73, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARSHALL STREET, APPROXIMATELY 95 FEET NORTH OF EAST MISSOURI AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the middle 50 feet of Lot 2, Block 73, Original Town Addition, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, 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 LI, Light Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

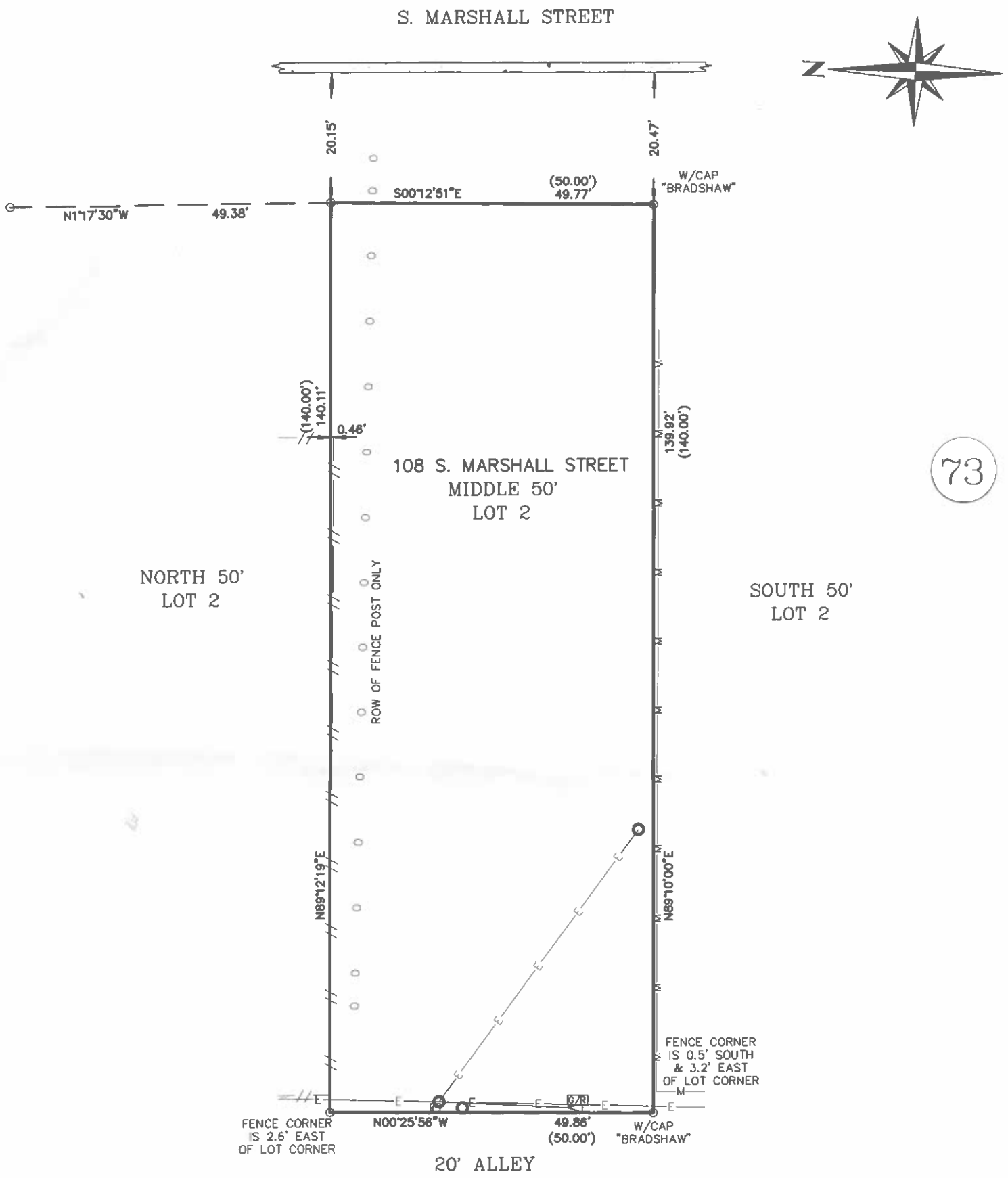
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

COPYRIGHT 2026
This survey plat is being provided solely for the use of: Alfredo Zarate,
and that no license has been created, express or implied, to copy the survey plat
except as is necessary in conjunction with the original transaction dated January 19, 2026,
which shall take place within 90 days after the survey was provided.



73

SURVEY OF
MIDDLE 50' OF LOT TWO (2), BLOCK SEVENTY THREE (73),
ORIGINAL TOWN
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 3, PAGE 232, DEED RECORDS, MIDLAND COUNTY, TEXAS

This survey was prepared without benefit of a title commitment.
Not all easements or matters of title may be shown.

Census Tract: 14

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0202 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 19th day of January 2026.

Duryn Henington

Registered Professional Land Surveyor No. 6832
Date: 01/19/2026

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: PLS27545	DATA FILE: 108SMARSHALL	DRAWN BY: DANE C.	FIRM NO.: 10193978

Basis of Bearings:
NAD 83 Lambert Grid

Bearings and Distances Shown
Inside ( ) Indicate Record Information

20 10 0 20

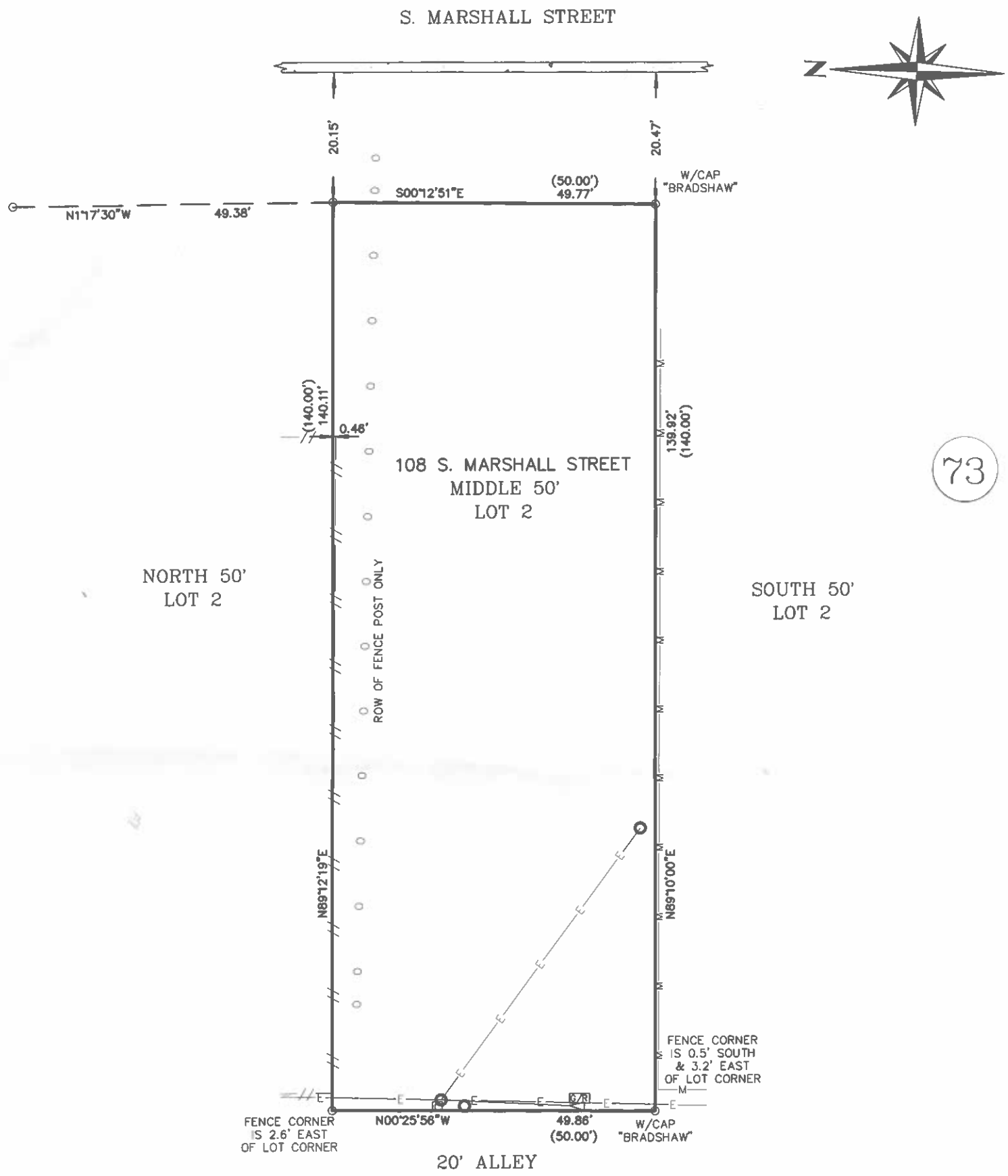
SCALE: 1" = 20'

STATE OF TEXAS
REGISTERED
DURYN HENINGTON
6832
PROFESSIONAL
LAND SURVEYOR

LEGEND

- Set 1/2" I.R. W/Cap "RPLS 6832"
- Fnd. 1/2" I.R.
- G/R Gas Riser
- Power Pole
- E—E Overhead Electric Line
- Guy Wire
- Channel Com. Corp. Junct. Box
- //—// Wood Fence line
- O—O Pipe Fence Line
- M—M Sheet Metal Fence Line

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Duryn Henington

Registered Professional Land Surveyor No. 6832
Date: 01/19/2026

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PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: PLS27545	DATA FILE: 108SMARSHALL	DRAWN BY: DANE C.	FIRM NO.: 10193978

Basis of Bearings:
NAD 83 Lambert Grid

Bearings and Distances Shown
Inside ( ) Indicate Record Information

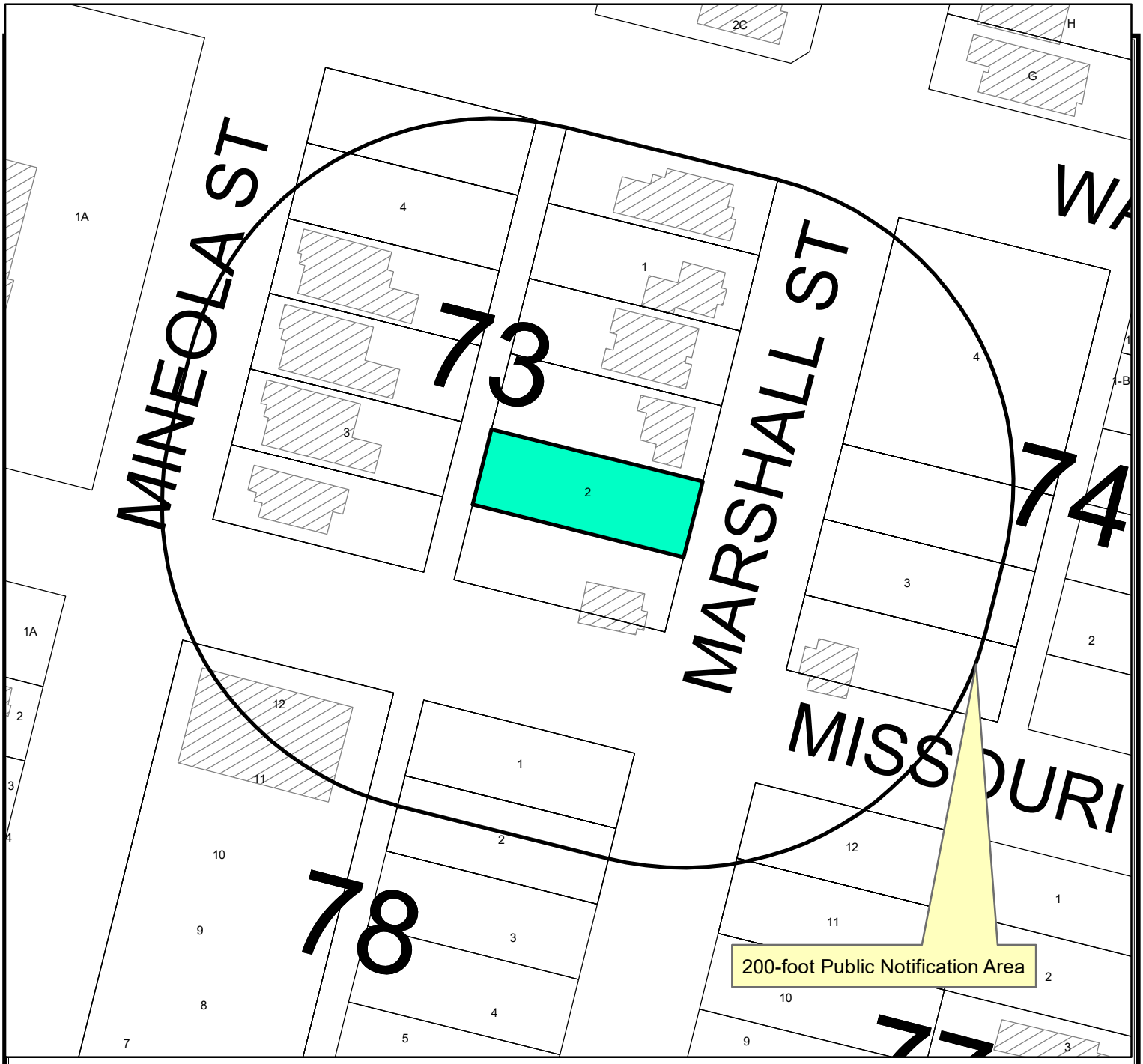
20 10 0 20

SCALE: 1" = 20'

STATE OF TEXAS
REGISTERED
DURYN HENINGTON
6832
PROFESSIONAL
LAND SURVEYOR

LEGEND

- Set 1/2" I.R. W/Cap "RPLS 6832"
- Fnd. 1/2" I.R.
- G/R Gas Riser
- Power Pole
- E—E Overhead Electric Line
- Guy Wire
- C Channel Com. Corp. Junct. Box
- //—// Wood Fence line
- O—O Pipe Fence Line
- M—M Sheet Metal Fence Line



Location Map

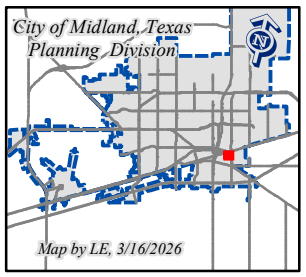
Z-26-0476 **Scale: 1" = 600'**

Consider a request by Jose Alfredo Zarate, on behalf of A&D New Homes, LLC, for a Zone Change from LI, Light Industrial District to SF-3, Single-Family Dwelling District on the middle 50 feet of Lot 2, Block 73, Original Town, City and County of Midland, Texas.

Generally located on the west side of South Marshall Street, approximately 95 feet north of East Missouri Avenue. (Council District 2)

LEGEND

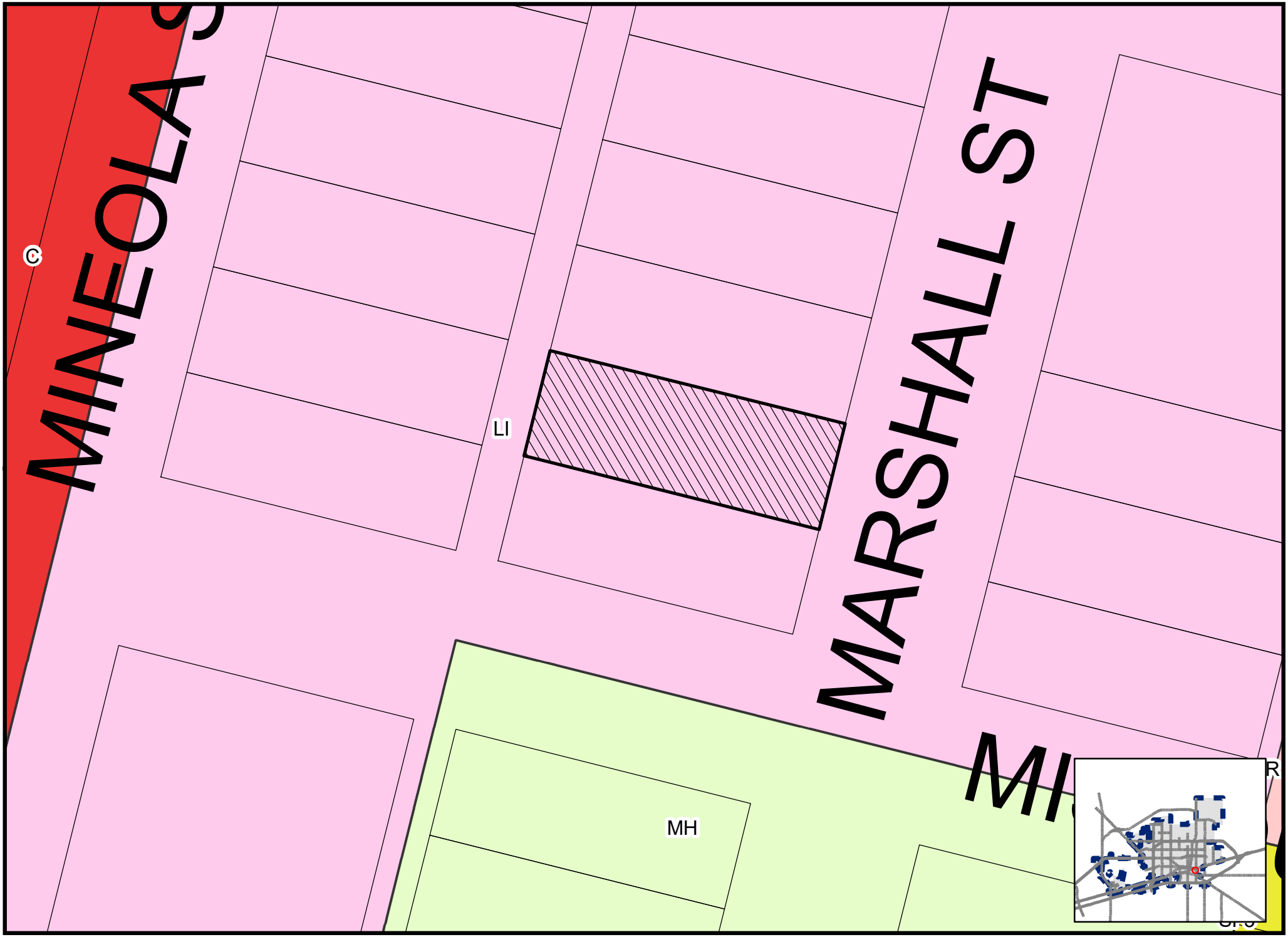
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 3/16/2026

Z-26-0476

Scale: 1" = 400'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE BASED ON THE USE OF THIS MAP.

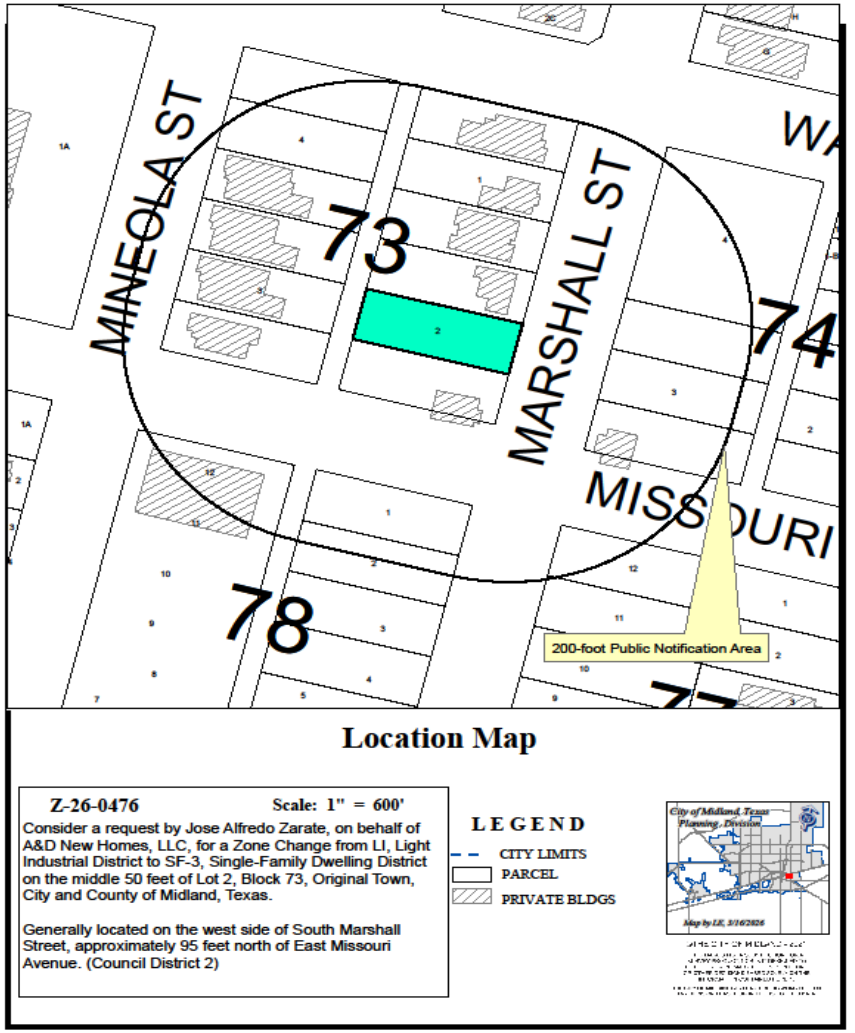

MINEOLA
73
MARSHALL ST
74
MISSOURI




MIDLAND
Be the Energy!
ZONE CHANGE
108 SOUTH MARSHALL STREET
Visit Our Website
MIDLANDTEXAS.GOV

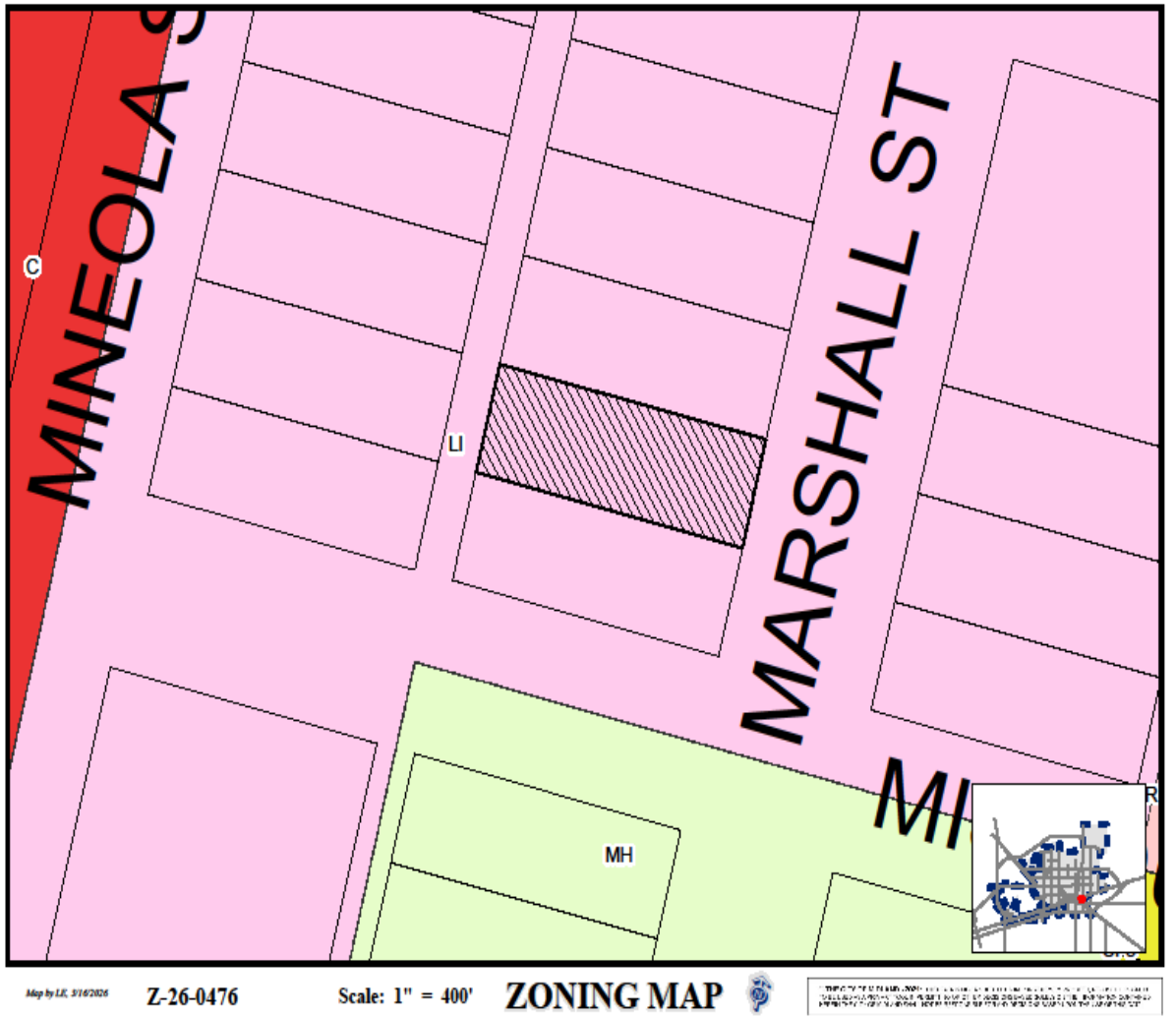
APPLICATION SUMMARY

- **Applicant/Property Owner:** Jose Alfredo Zarate
- **Location:** 108 South Marshall Street (Council District 2)
- **Reason for Request:** To construct a single-family residence



ZONING

- **Current Zoning:** LI, Light Industrial District
- **Surrounding Zoning:**
  - **North/South/East/West:** Light Industrial District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use:** Single-Family Dwelling and Vacant Land
- **Surrounding Uses:**
  - **North/South/West:** Single-Family Housing
  - **East:** Vacant Lots
- **Proposed Use:** Single-Family Home



MIDLAND
Be the Energy!



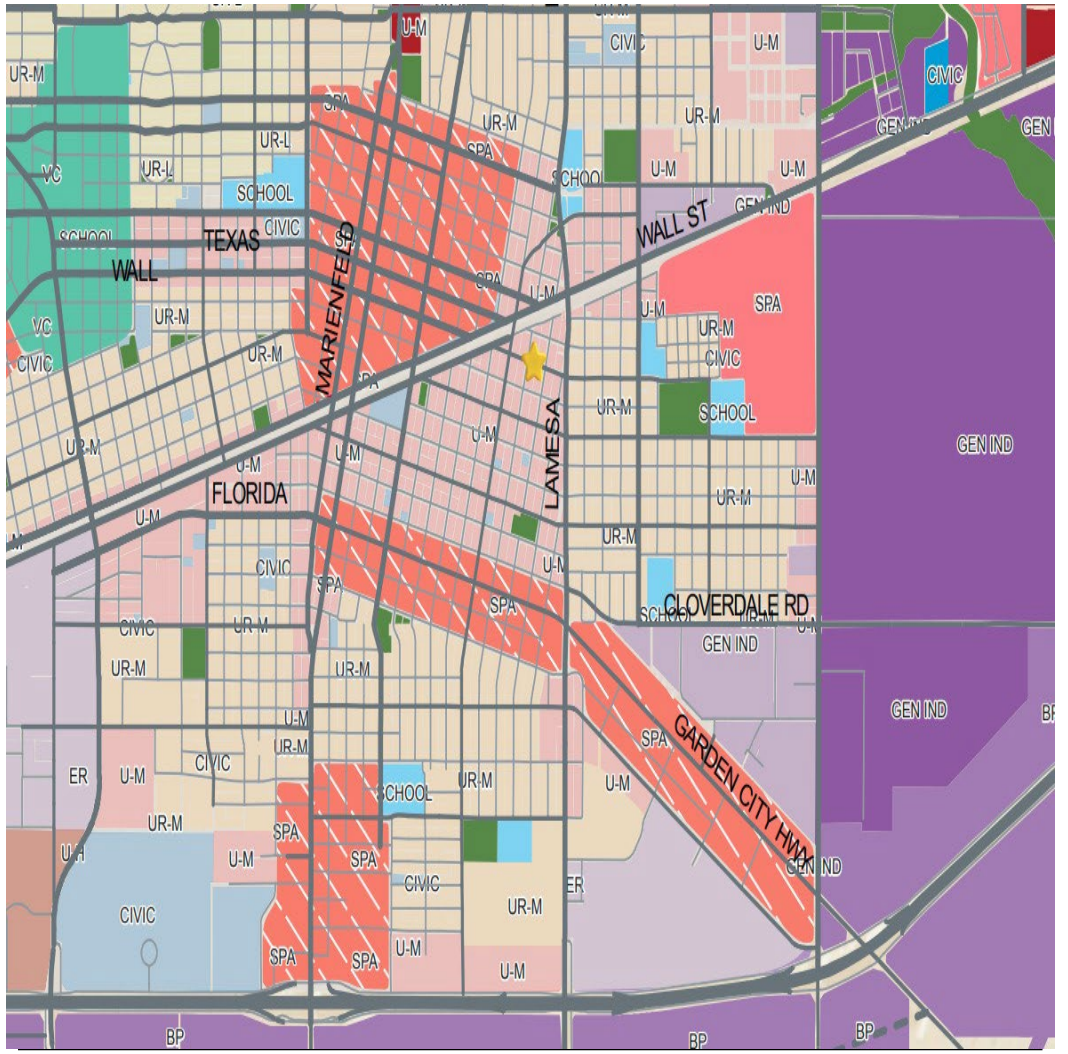
On South Marshall Street, Looking West

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium, (U-M)
- **Supported Uses:** A mix of complementary uses, to include single-family, townhouses, and schools, commercial, and mixed use.
- This request is compatible the *Tall City Tomorrow Comprehensive Plan*



STAFF'S RECOMMENDATION

- No objections have been received.
- The Planning & Zoning Commission approved the Zone Change request on April 20, 2026.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 35.
Meeting Date: April 28, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCK 69, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST CUTHBERT AVENUE AND NORTH TILDEN 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

Purpose:
The applicant, Gilgal Commercial Group, LLC, on behalf of Nelson Group Enterprises, LLP, is requesting a Zone Change from C, Commercial District to SF-2, Single-Family District to construct a single family residence at 1901 East Cuthbert Avenue in District 2.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

Properties to the north, south, and east are zoned C, Commercial District. To the west, properties are zoned MH, Manufactured Housing District. The properties to the south and west consist of single-family residences. To the north and east, properties are commercial/industrial

yards.

Analysis:

The subject property is located at 1901 East Cuthbert Avenue. The property is currently zoned C, Commercial District. The applicant is seeking this zone change to allow for the construction of a single-family home.

The Tall City Tomorrow Comprehensive Plan, Chapter 3, designates this area as U-M, Urban-Medium. Supported uses include a mix of complementary uses, including single-family, schools, churches, offices, and mixed use. The proposed zone change is compatible with both the future land use and the surrounding neighborhood.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Building Code: (Approve)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends approval of this Zone Change from C, Commercial District to SF-2, Single-Family Dwelling District.

Letters of Objection:

As of April 17, 2026, staff has received one letter of objection for this request resulting in an

18.6% objection.

Attachments:

A. ORD - Z-26-0478.C to SF-2 Ord
B. Z-26-0478, 1901 E Cuthbert Ave, Combined
C. CC - - 1901 E Cuthbert Ave, Zone Change (C to SF-2)
D. Z-26-0478, 1901 E Cuthbert Ave, Objection Letter- HL Friday

Lori Elliott, Development Services	Created/Initiated - 4/17/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCK 69, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST CUTHBERT AVENUE AND NORTH TILDEN 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 Block 69, East Midland Addition, City and County of Midland, Texas (the "Property"), to SF-2, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to SF-2, 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., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

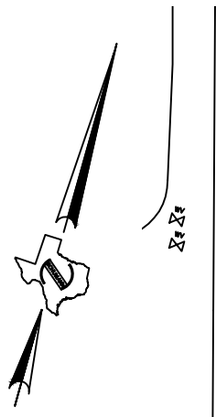
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



EAST CUTHBERT AVE
(60 FOOT RIGHT–OF–WAY)

N75°21'26"E 299.75'

NW CORNER BLOCK 69
GRID N:10699844.49
GRID E:1761733.04
N32.0124
W102.0588

N. TILDEN ST.
(60 FOOT RIGHT–OF–WAY)

N14°49'29"W 300.00'

BLOCK 69 1901 EAST CUTHBERT
2.06 ACRES

S14°38'34"E 300.00'

S75°21'26"W 298.79'

LEGEND:

◎	MONUMENT AS DESCRIBED
———	PROPERTY LINE
— —	ADJOINING PROPERTIES
—OHE—	OVERHEAD ELECTRIC
ᘐ	UTILITY POLE

NOTES:

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, NELSON GROUP

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS–OF–WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 22ND DAY OF FEBRUARY, 2023

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SCHUMANN
A LATERAL LAND COMPANY
LAND SURVEYING
TEXAS FIRM No. 10149500

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

Office (432) 684–5548

SURVEY

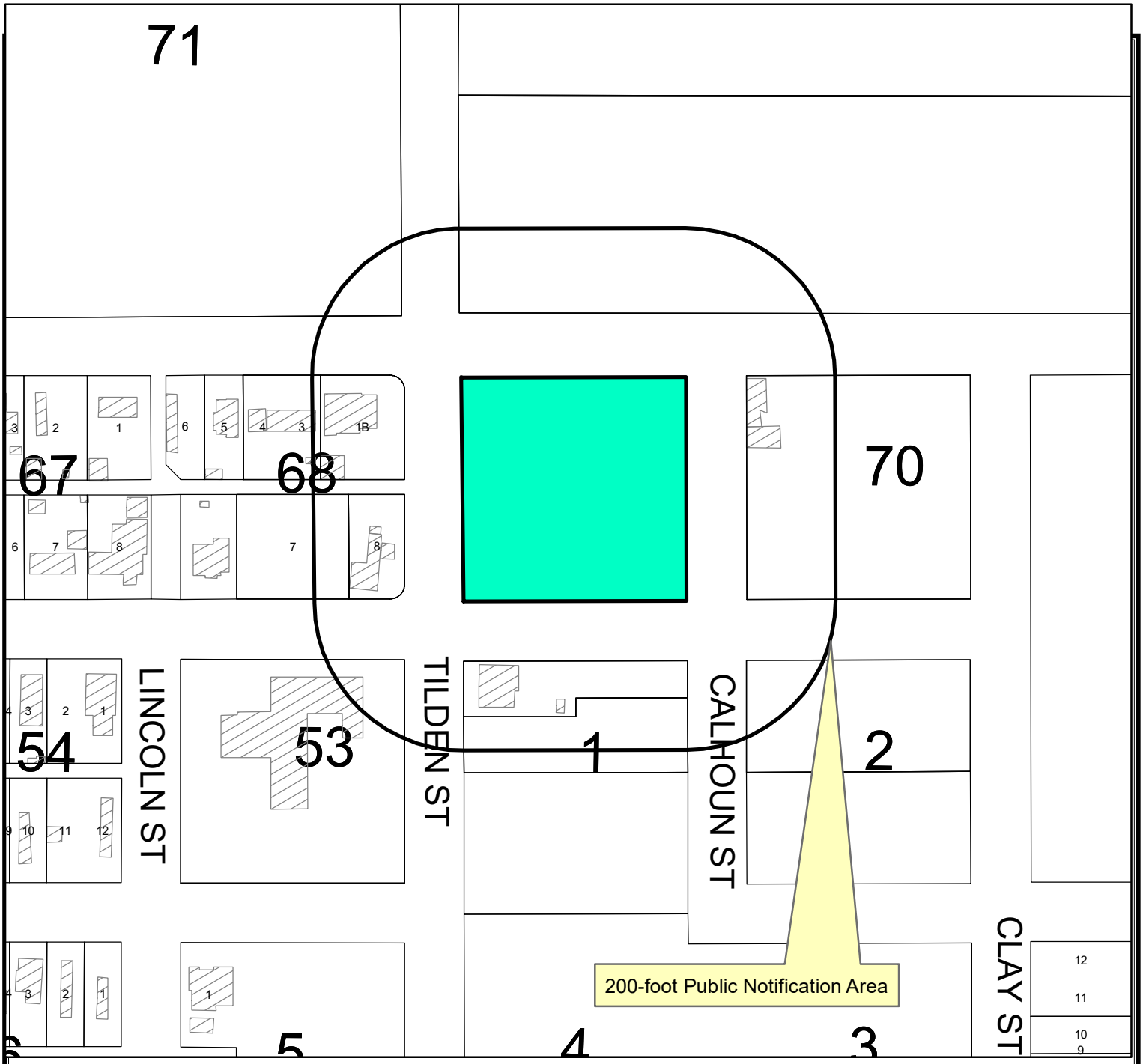
A 2.06 ACRE TRACT OF LAND ALL OF

BLOCK 69, EAST MIDLAND ADDITION,
MIDLAND COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT RECORDED IN
VOLUME 1, PAGES 52–55,
PLAT RECORDS OF

MIDLAND COUNTY, TEXAS

SCALE: 1" = 60'

PROJECT: 79172
JOB NO.: 79172–5



Location Map

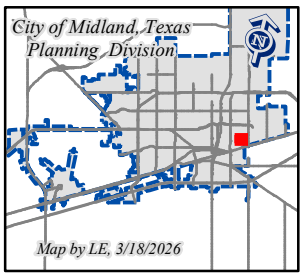
Z-26-0478 **Scale: 1" = 1,250'**

Consider a request by Gilgal Commercial Group, LLC, on behalf of Nelson Group Enterprises, LLP, for a Zone Change from C, Commercial District to SF-2, Single-Family Dwelling District for all of Block 69, East Midland Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Cuthbert Avenue and North Tilden Street. (Council District 2)

LEGEND

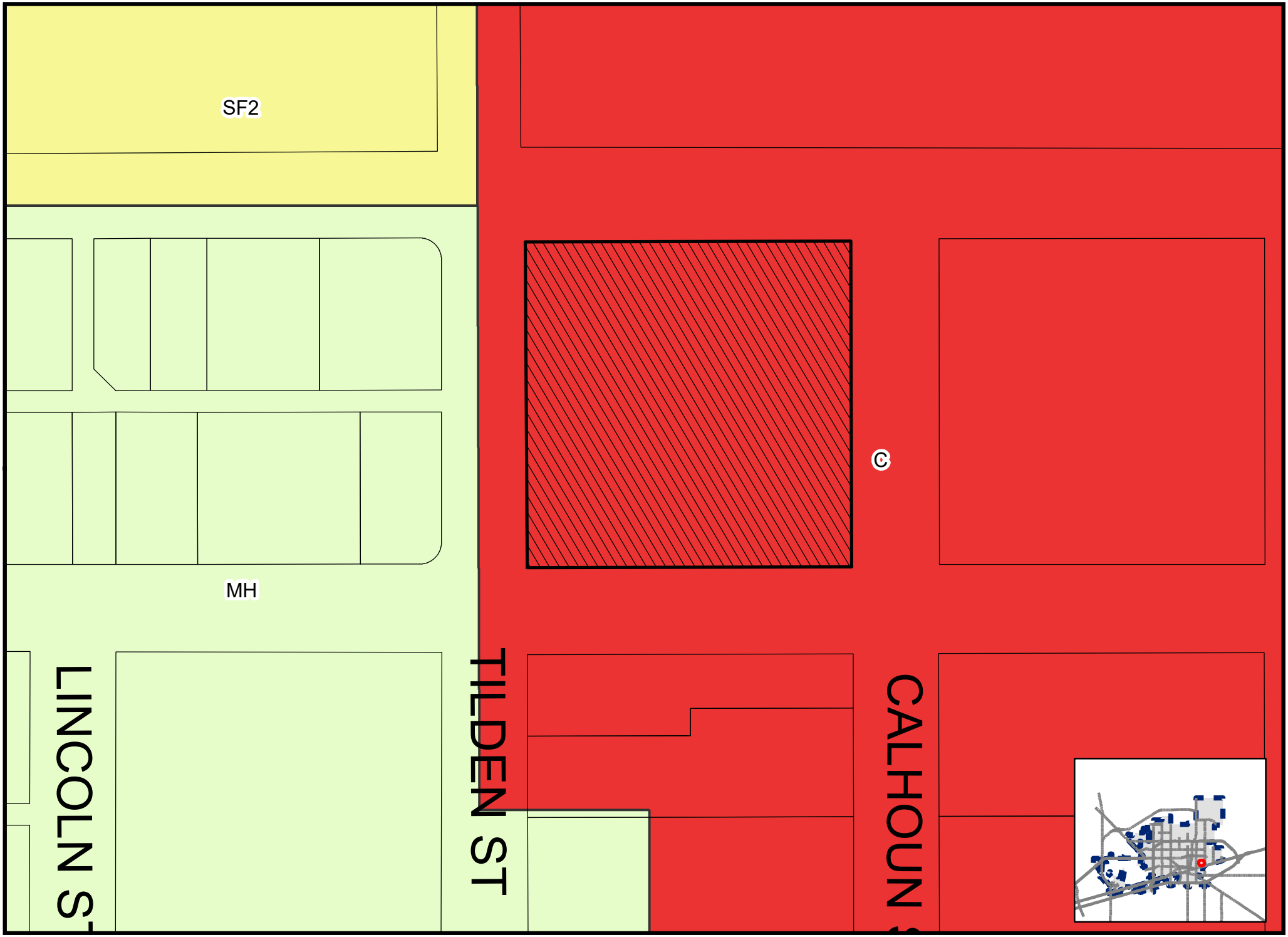
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 3/18/2026

Z-26-0478

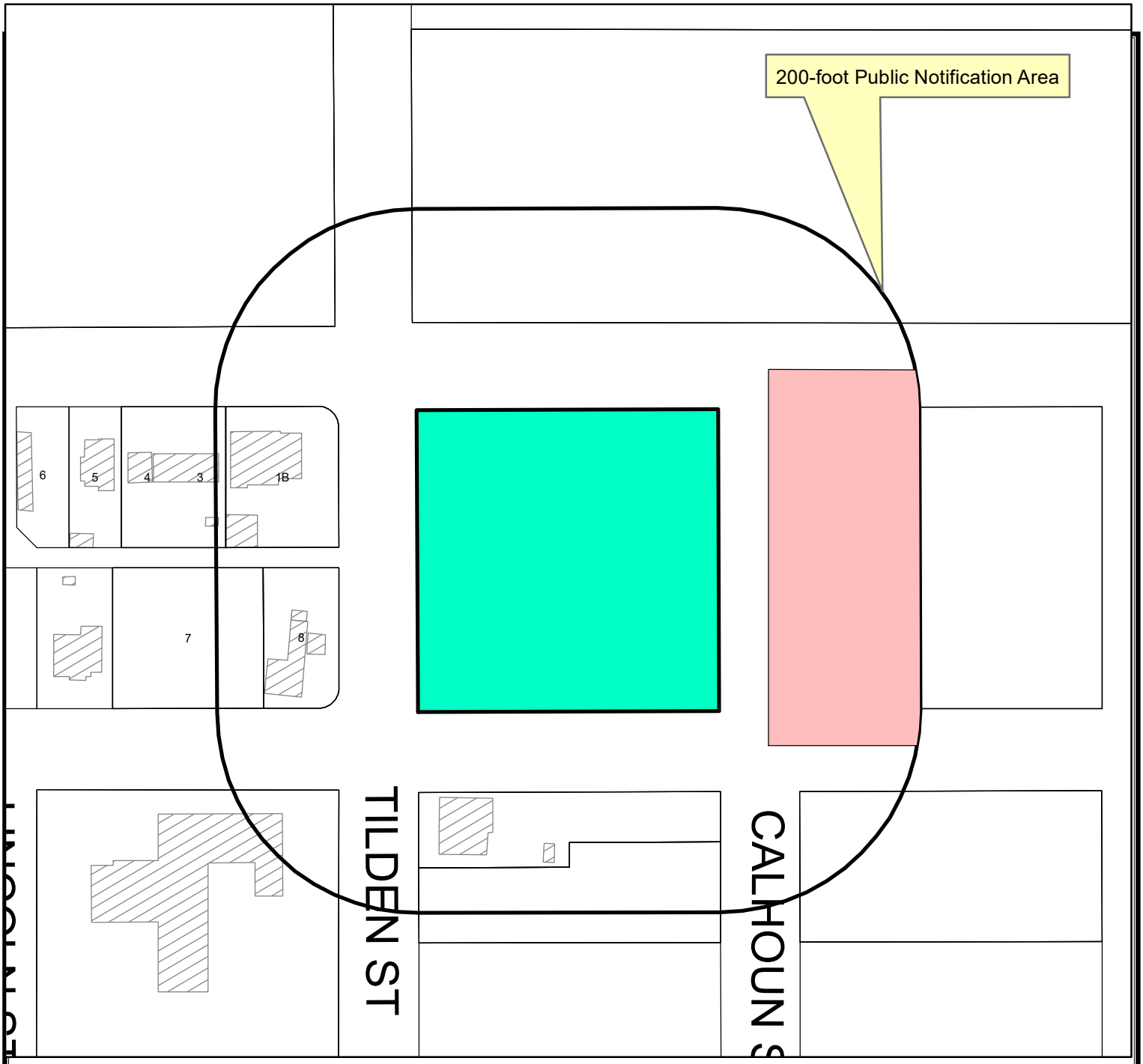
Scale: 1" = 800'

ZONING MAP

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67
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LINCOLN ST
TILDEN ST
CALHOUN ST





18.6% Objection

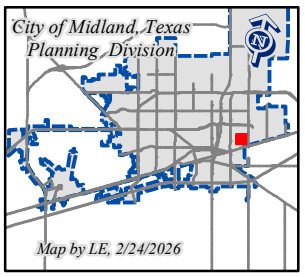
Z-26-0478 **Scale: 1" = 1,000'**

Consider a request by Gilgal Commercial Group, LLC, on behalf of Nelson Group Enterprises, LLP, for a Zone Change from C, Commercial District to SF-2, Single-Family Dwelling District for all of Block 69, East Midland Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Cuthbert Avenue and North Tilden Street. (Council District 2)

L E G E N D

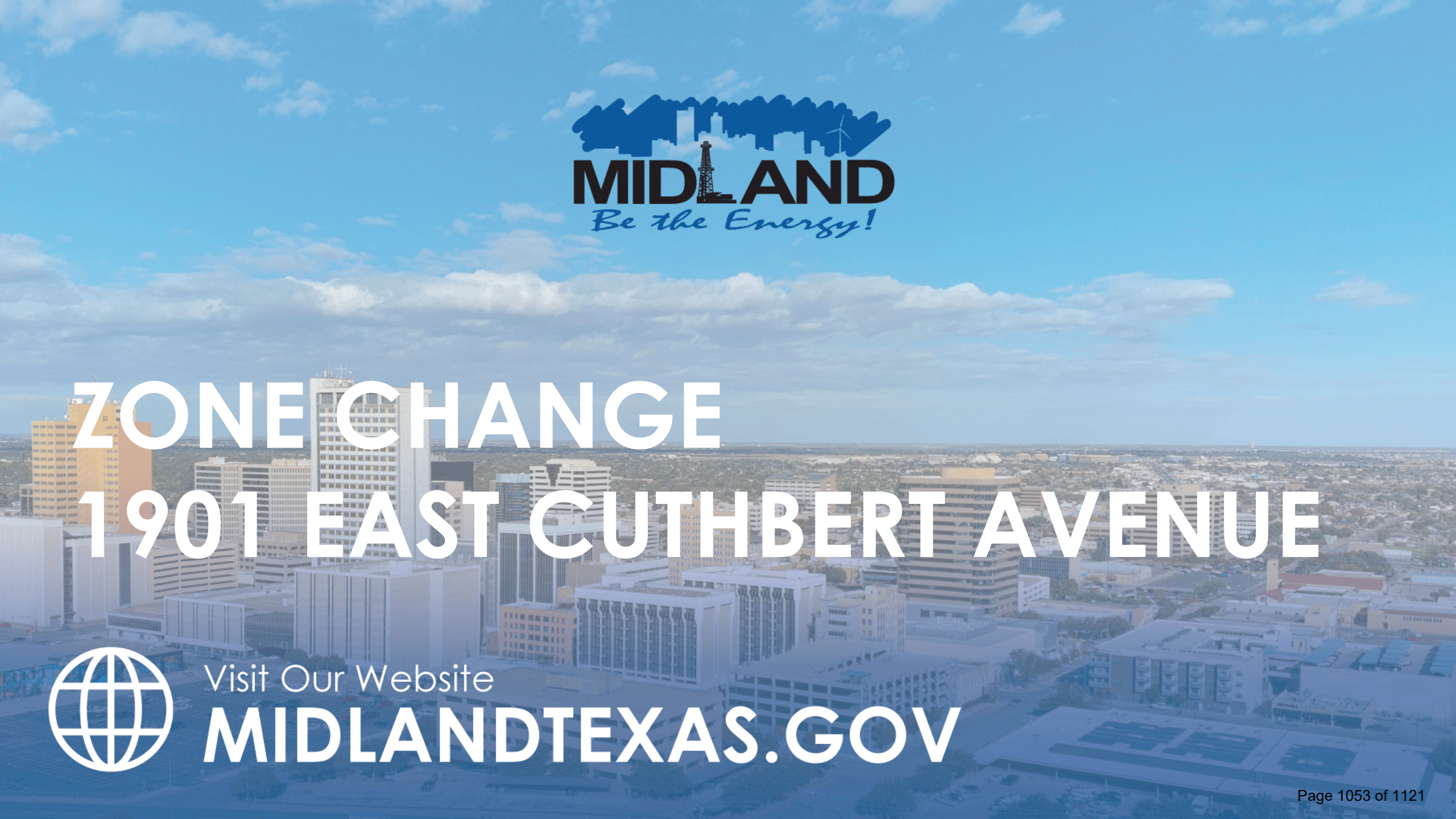
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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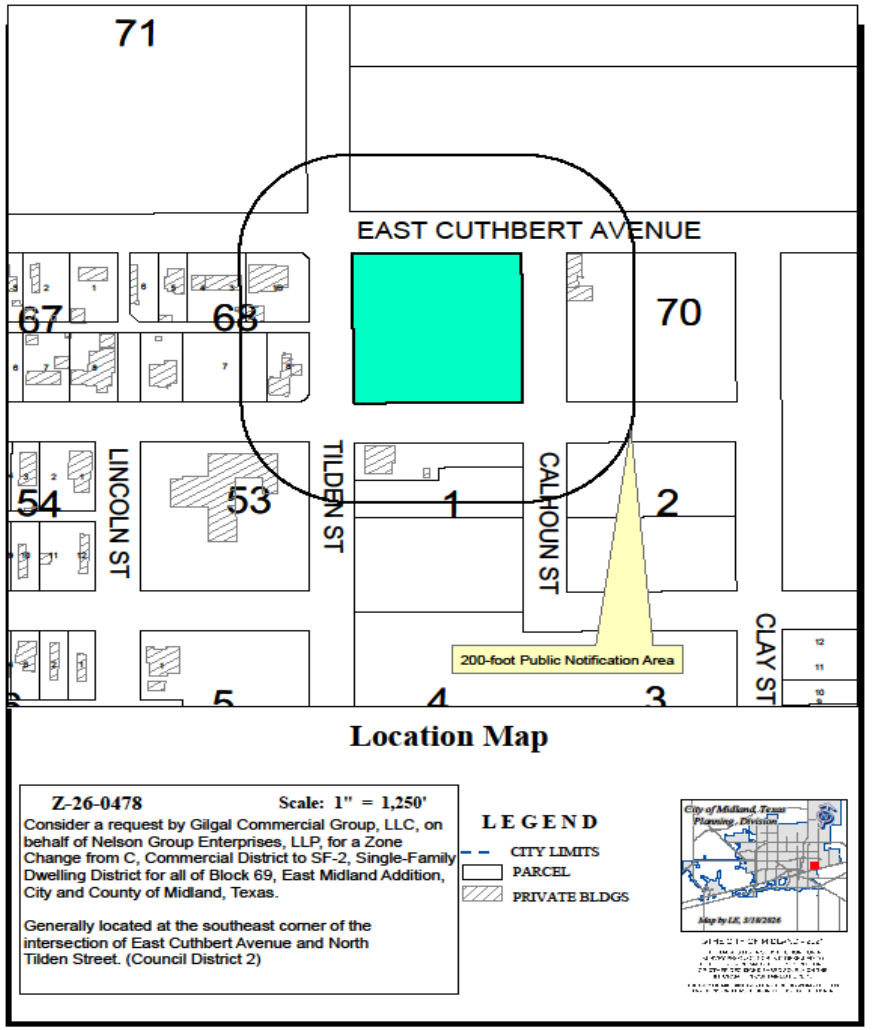
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ZONE CHANGE
1901 EAST CUTHBERT AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

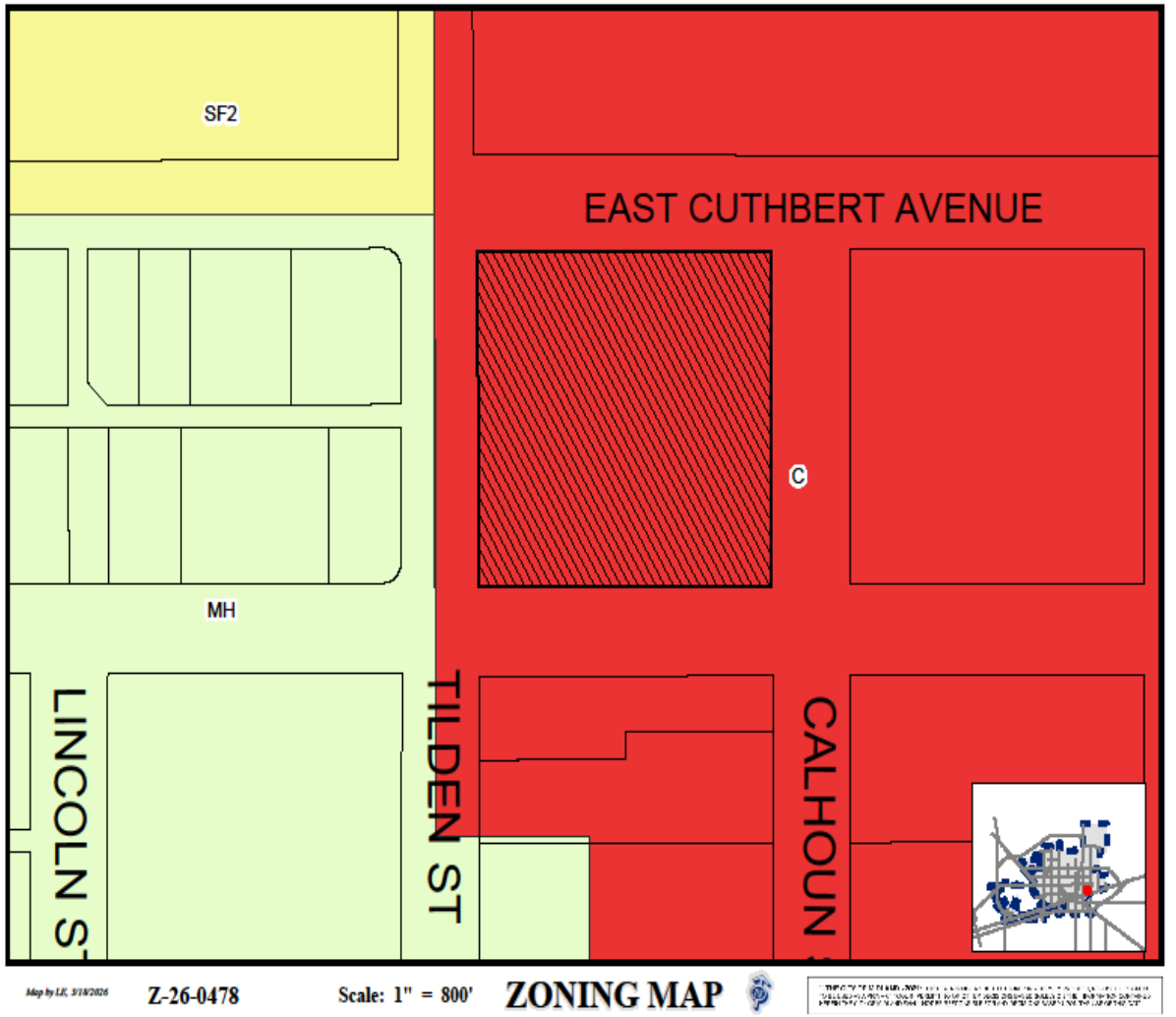
APPLICATION SUMMARY

- **Applicant/Representative:** Gilgal Commercial Group, LLC
- **Property Owner:** Nelson Group Enterprises, LLP
- **Location:** 1901 East Cuthbert Avenue(Council District 2)
- **Reason for Request:** To construct a single-family residence



ZONING

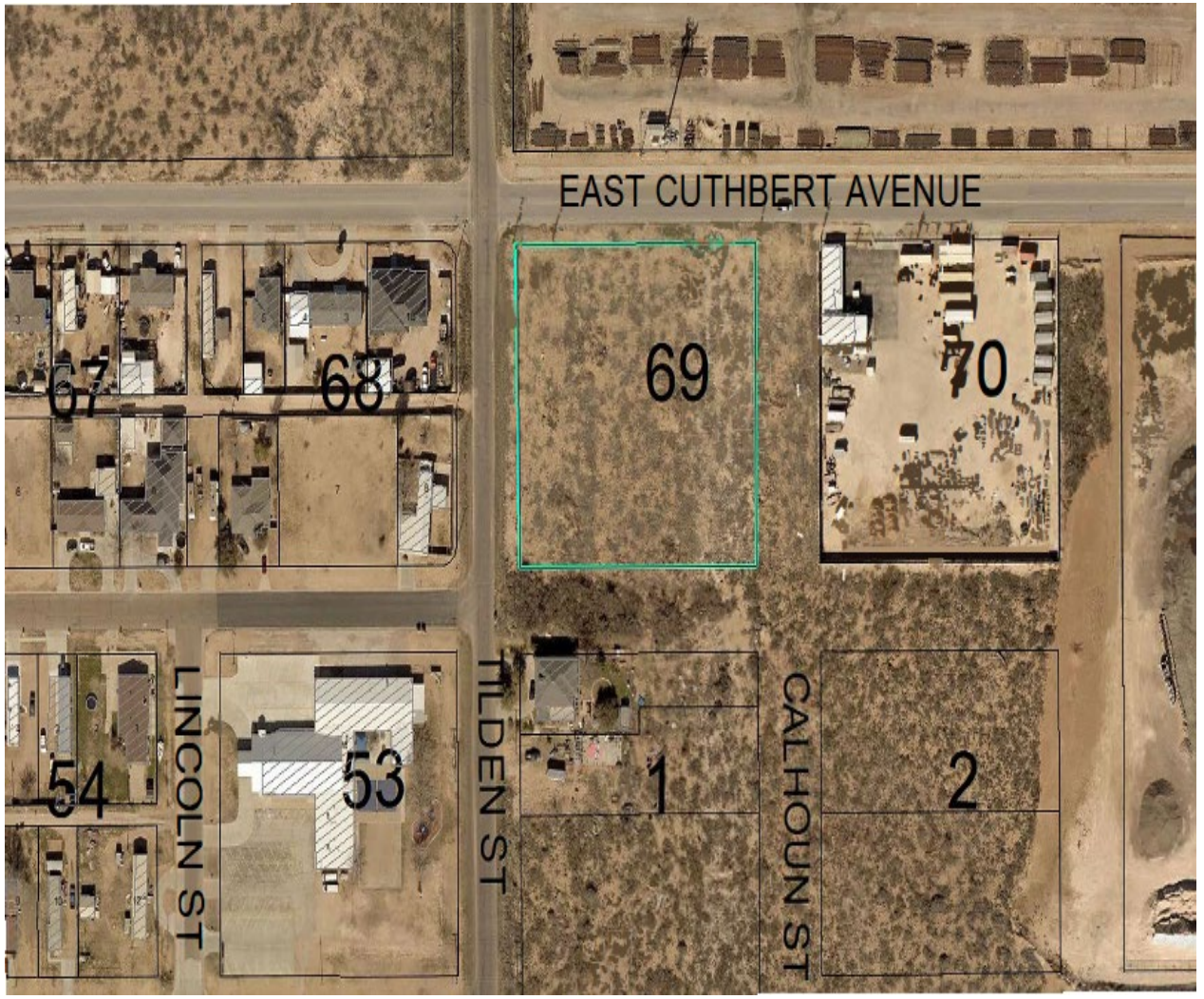
- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
  - **North/South/East:** C, Commercial District
  - **West:** MH, Manufactured Housing District
- **Proposed Zoning:** SF-2, Single-Family Dwelling District



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LAND USE

- **Current Use:** Vacant Lot
- **Surrounding Uses:**
  - **South/West:** Single-Family Housing
  - **North/East:** Commercial/Industrial Yards
- **Proposed Use:** Single-Family Home





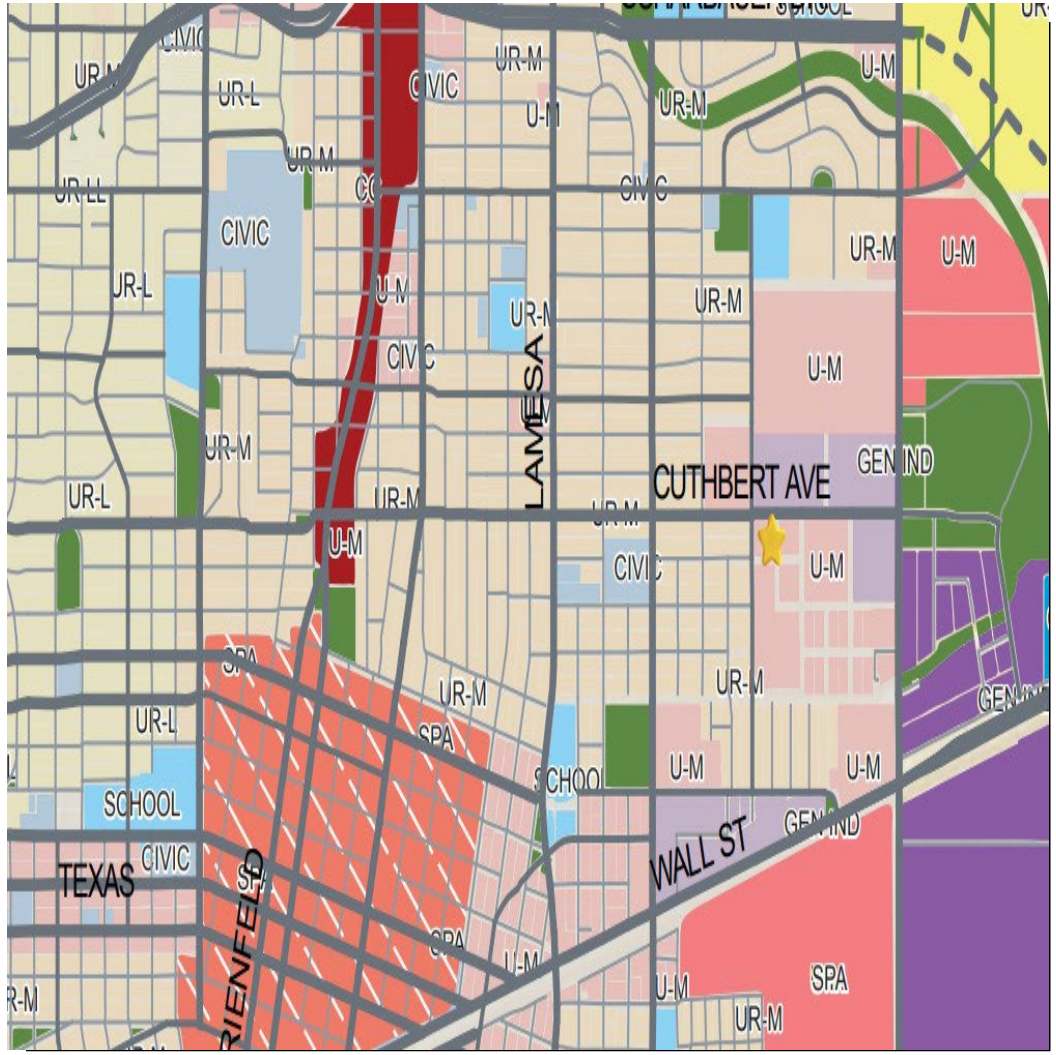
On East Cuthbert Avenue, Looking South

5

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COMPREHENSIVE PLAN

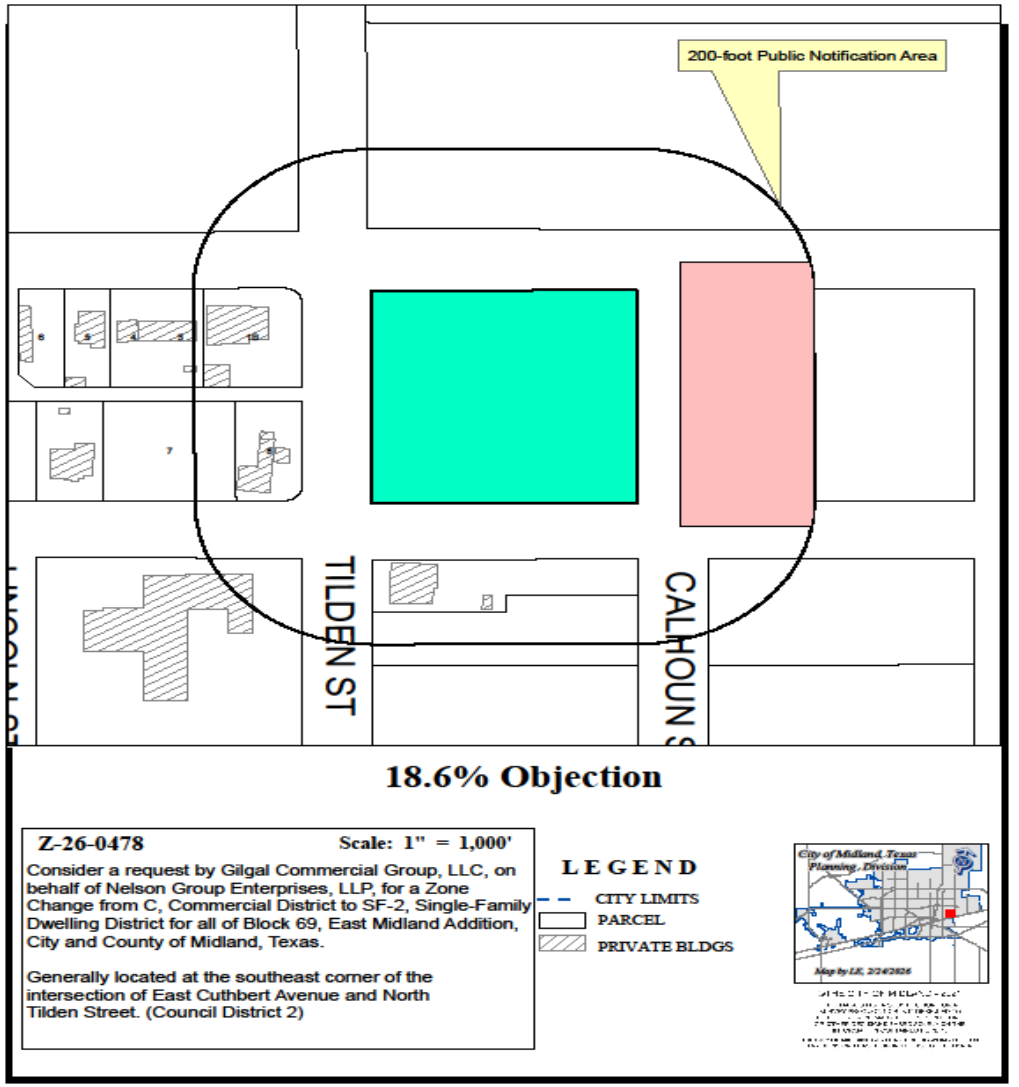
- **Land Use Designation:** Urban-Medium, (U-M)
- **Supported Uses:** A mix of complementary uses, to include single-family, townhouses, and schools, commercial, and mixed use.
- This request is compatible the *Tall City Tomorrow Comprehensive Plan*



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OBJECTIONS

- One objection has been received resulting in an 18.63% objection percentage. Supermajority vote is not required for approval.
- The protestors voiced concerns about public improvements being required prior to development of the property.



STAFF'S RECOMMENDATION

- This zone change request was approved by the Planning and Zoning Commission on April 20, 2026.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



FRIDAY & FRIDAY LTD
PO BOX 9061
TX MIDLAND 79708

MIDLAND
Planning Division

RECEIVED
APR 06 2026

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, April 14, 2026**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Gilgal Commercial Group, LLC, on behalf of Nelson Group Enterprises, LLP,** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: All of Block 69, East Midland Addition, City and County of Midland, Texas.

LOCATION: Generally located on the southeast corner of the intersection of East Cuthbert Avenue and North Tilden Street. (Council District 2)

PROPOSED ZONING: **From: C, Commercial District**

To: SF-2, Single-Family Dwelling District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:**

All property East of Tilden on Cuthbert is Zoned Commercial and should be main thoroughfare. Father Way – if this Block 69 is developed the Street between 69/70 Blks should be part of the development requirements. along w/water & Sewer.

Required Information:

Property Owner's Signature

H Lance Friday
Printed Name

all of 1970 - 2000 E Cuthbert
Property Address (No P. O. Boxes)

432-638-7495
Phone Number

lance@lancefridaylaw.com
Email

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

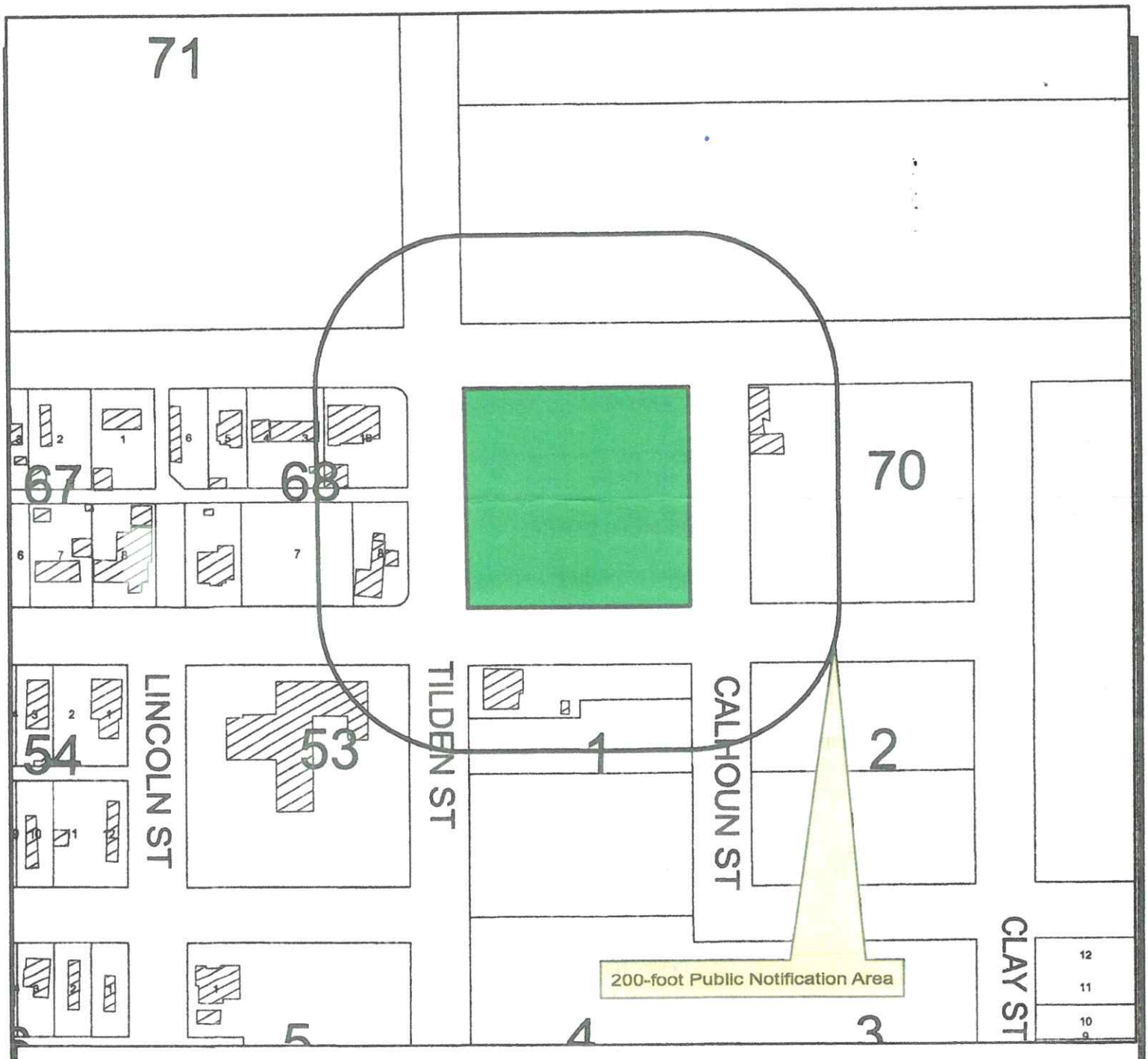
Notices Mailed: 9
Date Mailed: March 27, 2026
Case Number: Z-26-0478
Case Name: 1901 E Cuthbert Ave
LE Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.
Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

www.MidlandTexas.gov

Planning Division • 300 N. Loraine, Midland TX 79702 • 432-685-7400



Location Map

Z-26-0478 **Scale: 1" = 1,250'**

Consider a request by Gilgal Commercial Group, LLC, on behalf of Nelson Group Enterprises, LLP, for a Zone Change from C, Commercial District to SF-2, Single-Family Dwelling District for all of Block 69, East Midland Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Cuthbert Avenue and North Tilden Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 36.
Meeting Date: April 28, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, BLOCK 92, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM CB, CENTRAL BUSINESS DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARIENFELD STREET, APPROXIMATELY 75 FEET SOUTH OF WEST INDIANA 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

Purpose:
Enrique Aquilar is requesting a zone change a from CB, Central Business District to C, Commercial District to allow for the opening of an automobile collision repair and paint shop at 302 Marienfield.

Recommended Action:
Approve.

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned CB, Central Business District and the properties to the south are zoned C, Commercial District. Land use to the west is a parking facility, all other surrounding use is vacant land.

Analysis:

The subject property is located at 302 S. Marienfeld. The applicant is seeking a zone change to to C, Commercial District to allow for the opening of an automobile collision repair and paint shop. The current zoning would not allow for the construction. The surrounding area is developed as commercial uses, so this property's proposed use would align with the nearby properties.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Special Study Area (SPA). There are no policies outlined for this designation.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change CB, Central Business District to C, Commercial District.

Letters of Objection:

Staff has not received any letters of objection as of April 17, 2026.

Attachments:

A. ORD - Z-26-0480.CB to C Ord
B. CC - - 302 S Marienfeld
C. Z-26-0480, Combined Docs

Angelina Bettanini, Development Services	Created/Initiated - 4/17/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, BLOCK 92, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM CB, CENTRAL BUSINESS DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARIENFELD STREET, APPROXIMATELY 75 FEET SOUTH OF WEST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 2 and 3, Block 92, Original Town Addition, City and County of Midland, Texas (the "Property"), to C, Commercial 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 CB, Central Business District to C, Commercial 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., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

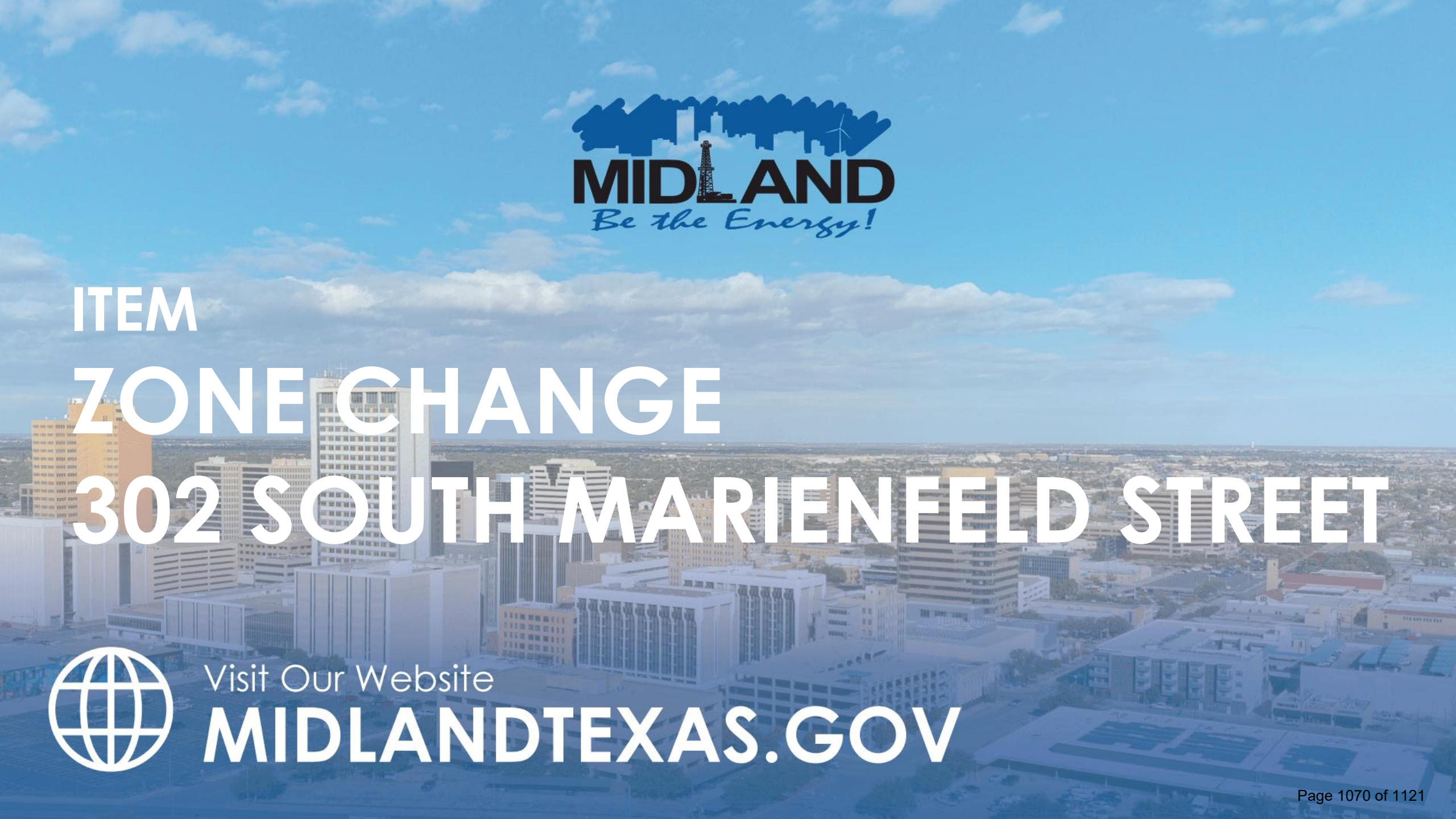
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

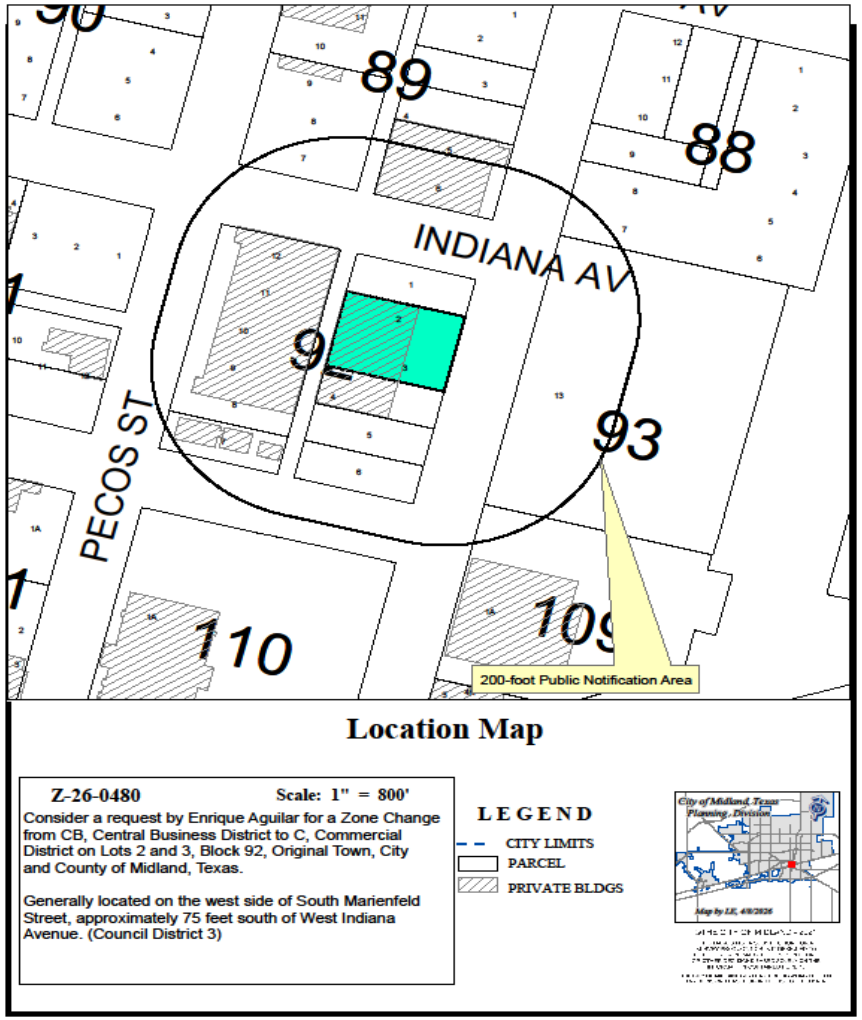
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney


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ITEM
ZONE CHANGE
302 SOUTH MARIENFELD STREET
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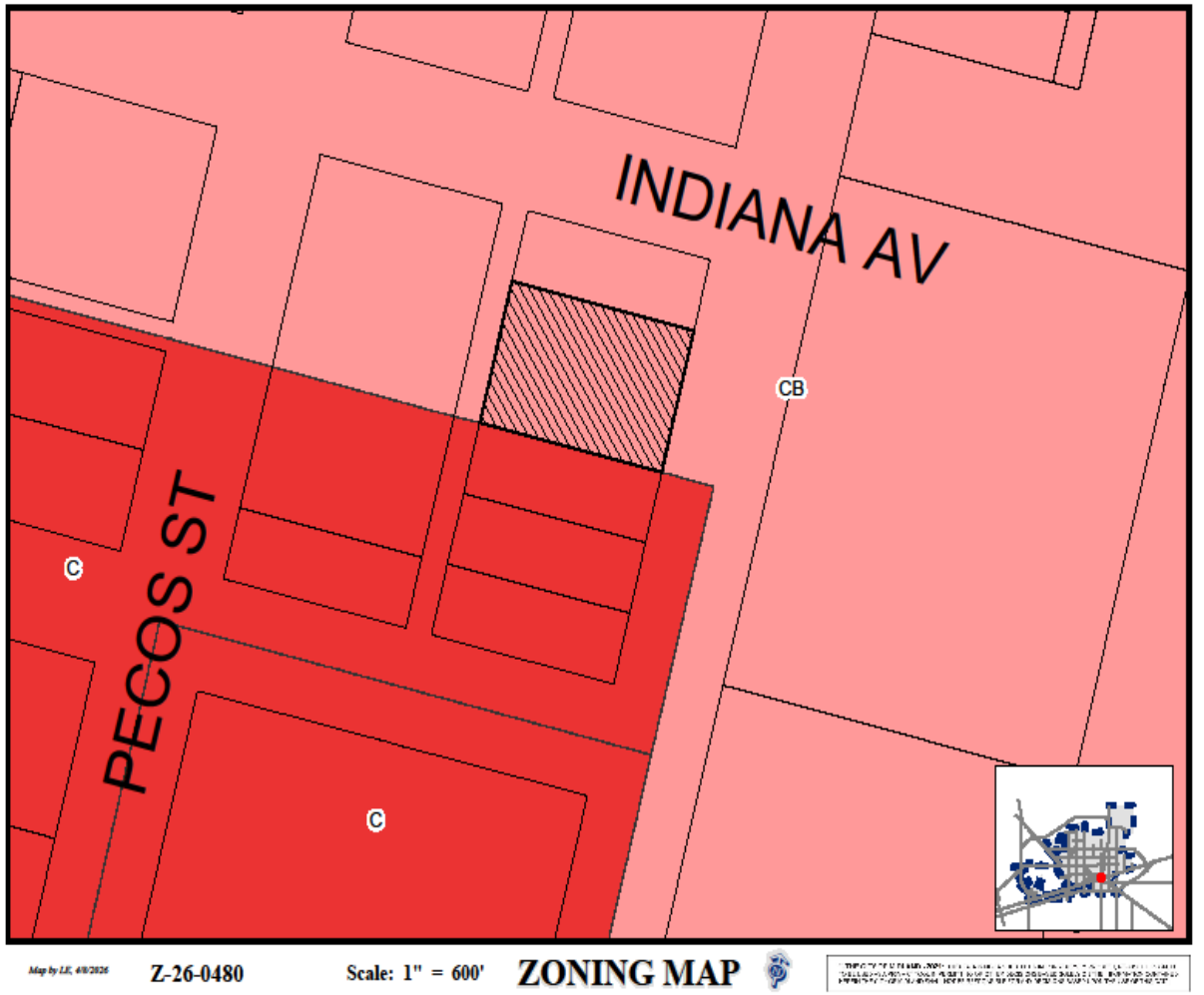
APPLICATION SUMMARY

- **Property Owner/Applicant:** Enrique Aguilar
- **Location:** 302 S. Marienfeld Street (Council District 3)
- **Reason for Request:** For the development of an Automobile Collision Repair and Paint Shop



ZONING

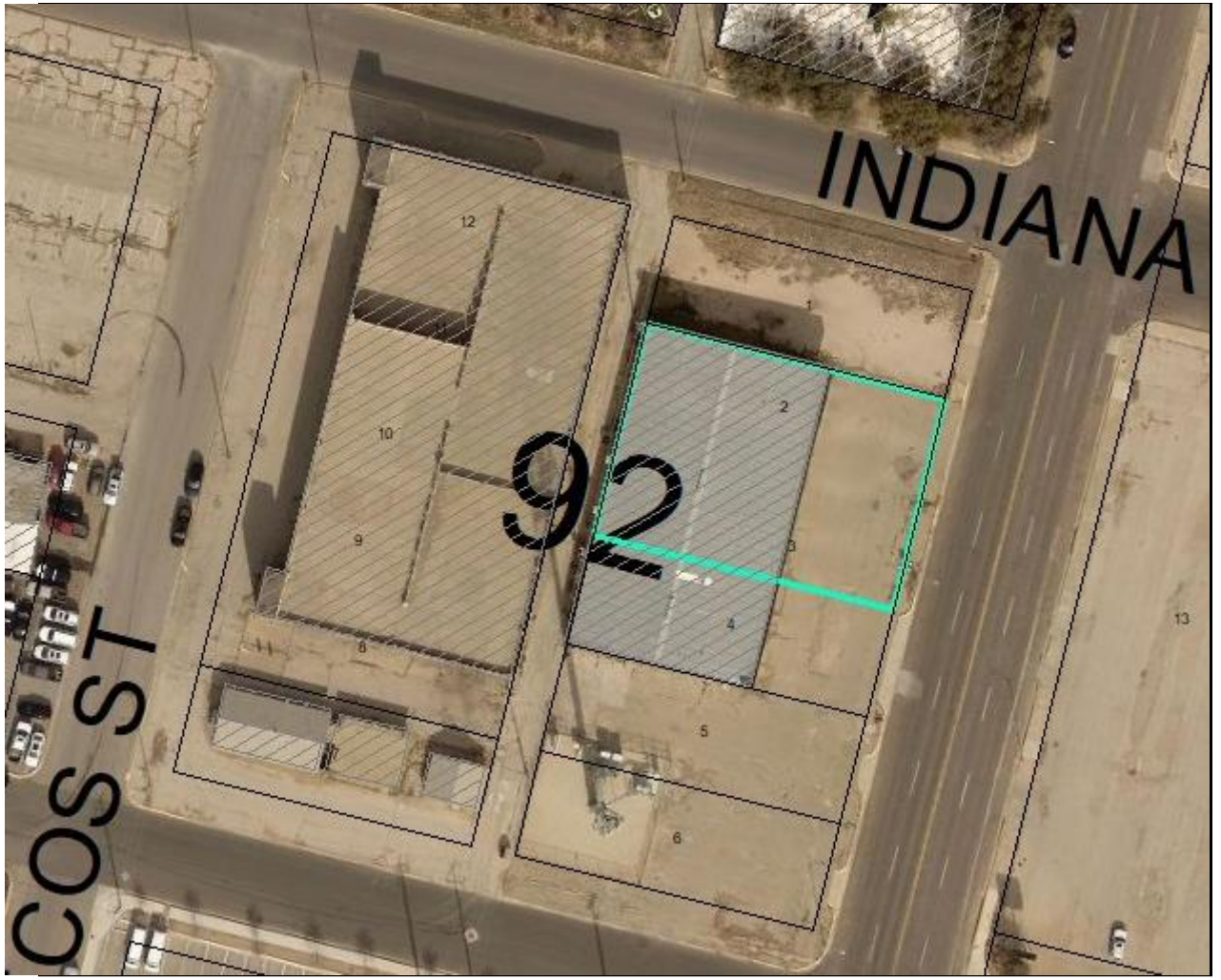
- **Current Zoning:** CB, Central Business District
- **Surrounding Zoning:**
  - **North/East/West:** CB, Central Business District
  - **South:** C, Commercial District
- **Proposed Zoning:** C, Commercial District



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LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/East/South:** Vacant Land
  - **West:** Parking Facility
- **Proposed Use:** Automobile Collision Repair and Paint Shop



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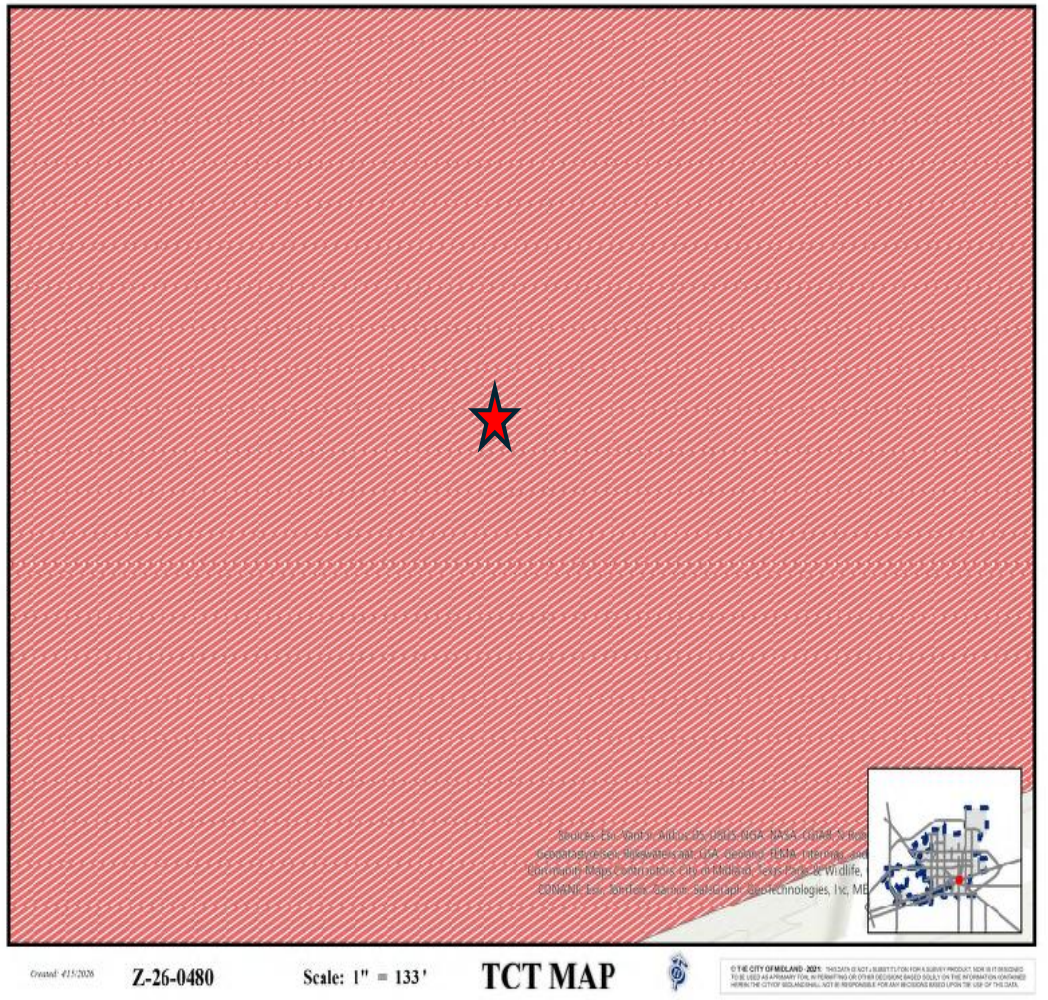
On South Marienfeld Street Road, Looking West

5

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COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area, (SPA)
- No policies are outlined for this designation.



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request.



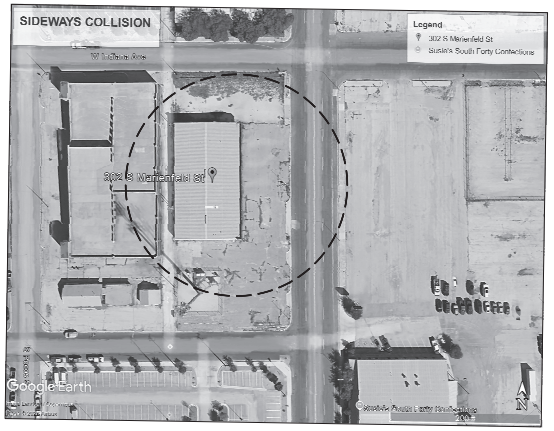
MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

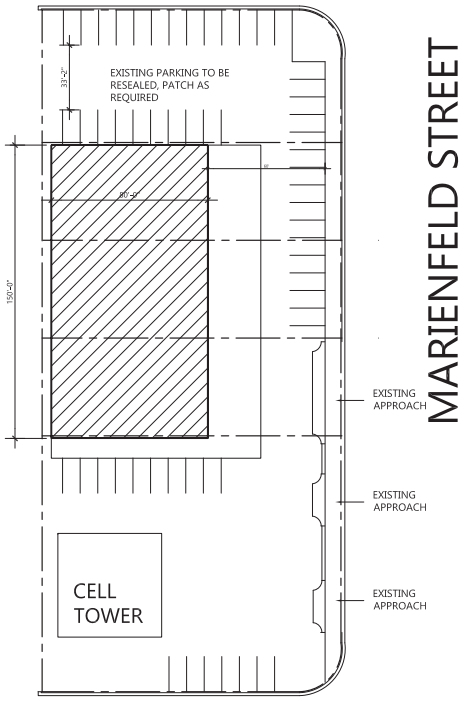


NEW SHOP FOR SIDEWAY COLLISION

302 S MARINFELD
MIDLAND TX 79701



03 GIS SITE PLAN
SCALE: NTS



01 SITE PLAN
SCALE: 1"=30'-0"

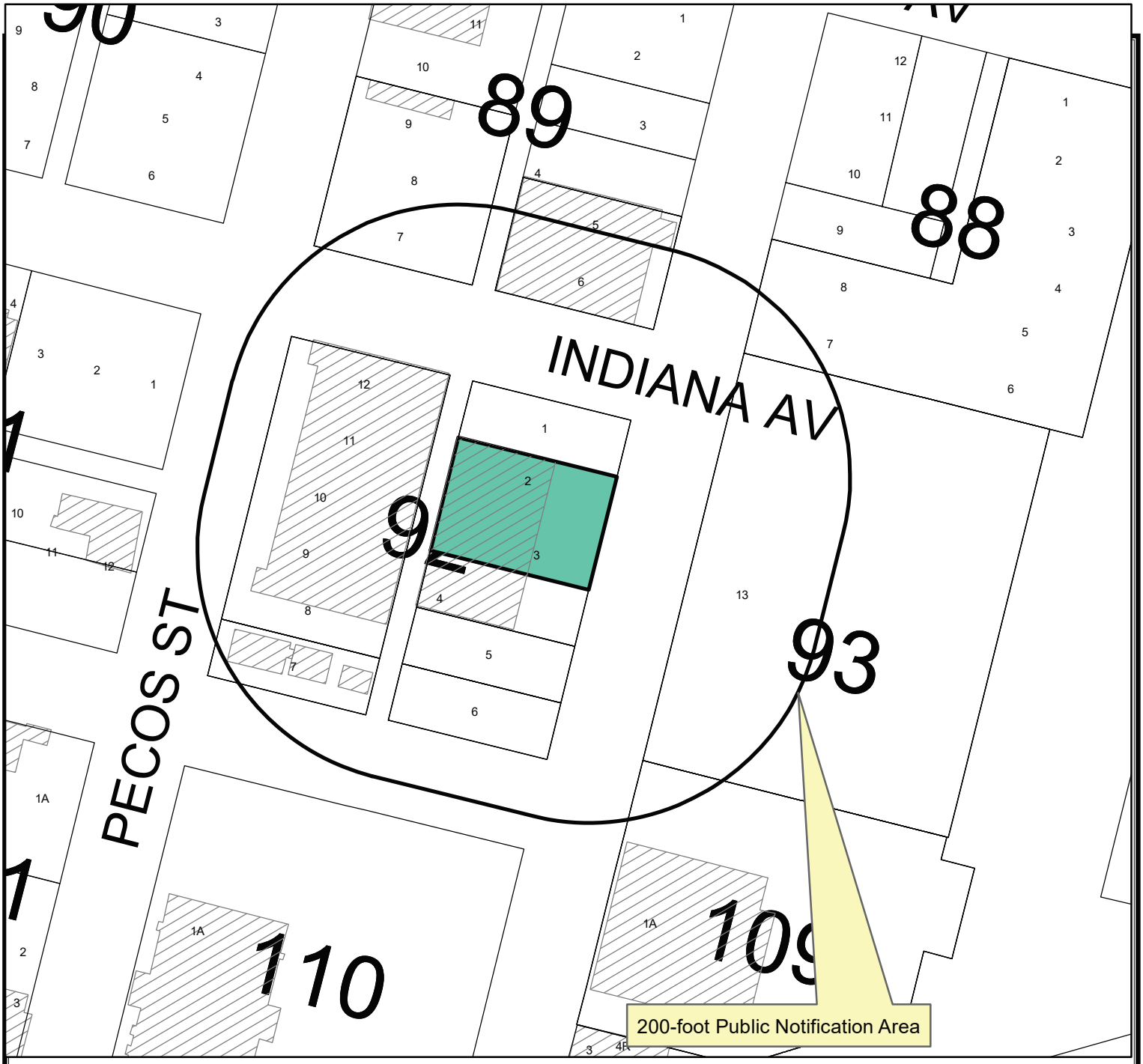
OWNERSHIP OF DOCUMENTS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF CDS LLC AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CADD DESIGN SERVICES (CDS)
© 2026

NEW SHOP FOR SIDEWAYS COLLISION
302 S MARIENFELD STREET
MIDLAND, TX

GUTIERREZ CONSTRUCTION DESIGN SERVICES LLC
RESIDENTIAL & COMMERCIAL
ANDY GUTIERREZ
806-438-4031
cdsdesign@gmail.com
LUBBOCK, TX

NO.	DATE	DESCRIPTION
A	26-02-12	PERMIT
B		
C		

PROJECT NO. 25-01-12
DRAWING NO. SP-1.0
OF



Location Map

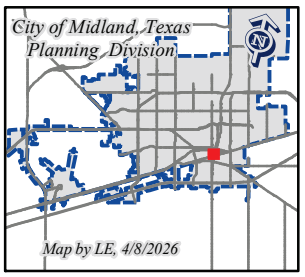
Z-26-0480 **Scale: 1" = 800'**

Consider a request by Enrique Aguilar for a Zone Change from CB, Central Business District to C, Commercial District on Lots 2 and 3, Block 92, Original Town, City and County of Midland, Texas.

Generally located on the west side of South Marienfeld Street, approximately 75 feet south of West Indiana Avenue. (Council District 3)

LEGEND

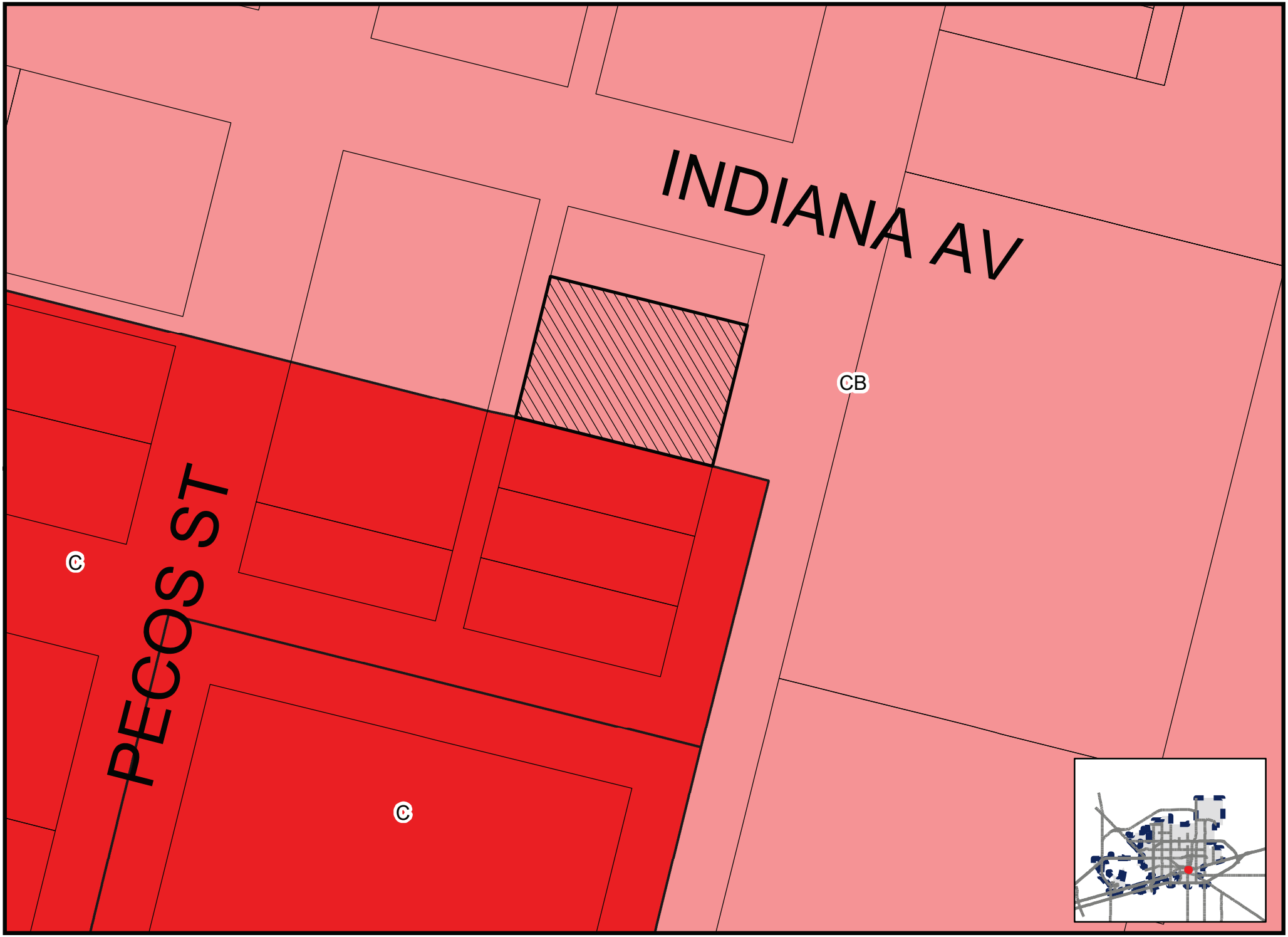
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



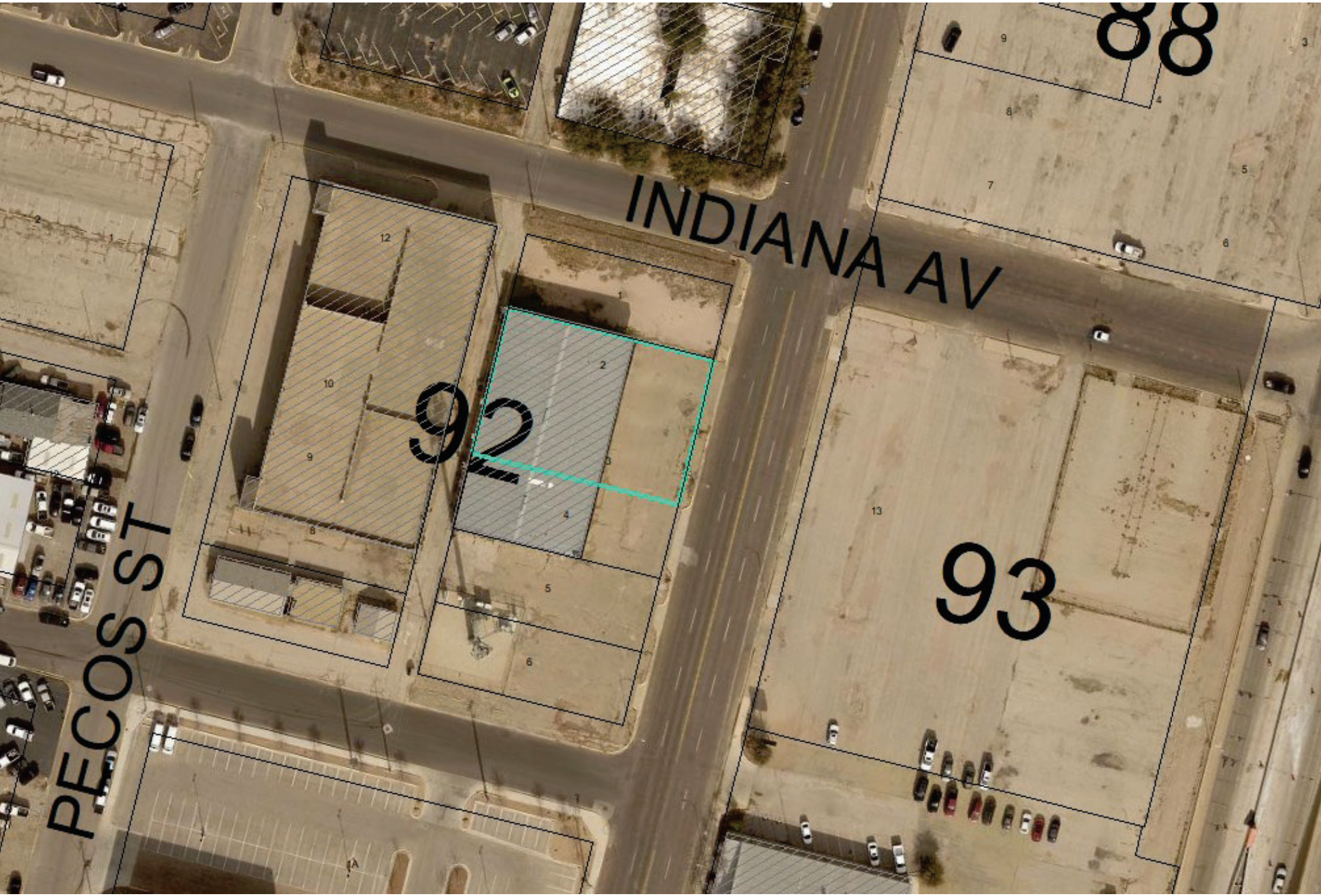
Map by LE, 4/8/2026

Z-26-0480

Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE BASED ON THE USE OF THIS


INDIANA AV
PECOS ST
92
93
88


CONSIGNMENT
432.994.8444
302
J3 206

City Council Meeting

Item Number: 37.
Meeting Date: April 28, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.578-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK E, JOHNSON-MORAN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND WARD 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

Purpose:

Long John Silver's, on behalf of Kinco Partners, LTD, is requesting a zone change from LR, Local Retail District to RR, Regional Retail District for the property located at 900 Andrews Highway to allow for the reconstruction of the existing restaurant with a drive-through window.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

LR, Local Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned O-1, Office District and is a dentist office. The properties to the east are zoned SF-1, Single-Family Dwelling District and consist of single-family Housing. The properties to the south and west are zoned LR, Local Retail District and consist of a restaurant with a drive-through window and a vacant lot.

Analysis:

The subject property is located at 900 Andrews Highway. Long John Silver's, on behalf of Kinco Partners, LTD, is seeking a zone change from LR, Local Retail District, to RR, Regional Retail District to allow for the reconstruction of the existing restaurant with a drive-through window.

A restaurant with a drive-through window is not a permitted use in the LR zoning district, which is why the zone change is needed. The existing restaurant with a drive-through is considered as an existing non-conforming structure, due to it being approved before the implementation of the newest zoning ordinance. Approval of the requested zone change would permit Long John Silver's, LTD, to renovate and modernize the existing restaurant while maintaining its current use and level of intensity.

The Tall City Tomorrow Comprehensive Plan designates this area as a Special Study Area (SPA). There are no policies established for this designation.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from LR, Local Retail District to RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of April 17, 2026.

Attachments:

A. ORD W EXH - Z-26-0479.LR to RR Ord w Exh
B. Z-26-0479, Combined Document
C. CC - - 900 Andrews Highway ZC

Britton Murry, Development Services	Created/Initiated - 4/16/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.578-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK E, JOHNSON-MORAN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND WARD 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 a 0.578-acre tract of land out of Lot 1, Block E, Johnson-Moran Addition, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LR, Local Retail District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

TOPOGRAPHIC BOUNDARY SURVEY

900 ANDREWS HIGHWAY

MIDLAND, MIDLAND COUNTY, TEXAS 79701

SITE INFORMATION

N/F: KINCO PARTNERS LTD
900 ANDREWS HIGHWAY
MIDLAND, TEXAS 79701
APN: R27211
AREA: 25,178 SQ. FEET ±
0.578 ACRES ±

REFERENCED DOCUMENTS

1. *VOLUME 2081, PAGE 430*
2. *DOCUMENT #24154*
3. *VOLUME 3235, PAGE 930*
4. *FILE NO 22761*

AS-SURVEYED LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN MIDLAND COUNTY, TEXAS, AND BEING THE SOUTH PART OF LOT 1, SUBDIVISION OF THE NORTHEAST PART OF BLOCK "E" IN JOHNSON-MORAN ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD IN THE EAST LINE OF LOT 1, JOHNSON- MORAN ADDITION PER VOL. 2081, PAGE 430, ALSO BEING A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF WARD STREET;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WARD STREET, S 14°35'13" E, A DISTANCE OF 246.17 FEET TO A FOUND 1/2" IRON ROD;

THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 44.77', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF S 49°37'14" W, WITH A CHORD LENGTH OF 35.99' TO A FOUND 1/2" IRON ROD, ALSO BEING A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF ANDREWS HIGHWAY;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ANDREWS HIGHWAY, N 65°48'13" W, A DISTANCE OF 91.62 FEET TO A FOUND 1/2" IRON ROD;

THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, N 14°36'29" W, A DISTANCE OF 204.39 FEET TO A FOUND 1/2" IRON ROD WITH CAP INSCRIBED "4170";

THENCE N 75°23'17" E, A DISTANCE OF 103.90 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 0.578 ACRES (25177.8 SQUARE FEET) MORE OR LESS, BEING THE SAME LAND AS DESCRIBED IN VOLUME 2081, PAGE 430.

PARKING INFORMATION

REGULAR= 32
HANDICAP= 2
TOTAL= 34

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NOS. 48329C0201F AND 48329C0089F, BOTH BEARING AN EFFECTIVE DATE OF 9/16/2005 AND IS NOT / IS IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

BASIS OF BEARING

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH BASED ON NORTHEAST LINE OF THE SUBJECT PROPERTY, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WARD STREET. THE BEARING IS DENOTED AS S 14°35'13" E PER GPS COORDINATE OBSERVATIONS TEXAS STATE PLANE, CENTRAL ZONE NAD83.
LATITUDE = 31°59'59.9832"
LONGITUDE = -102°06'35.9601"
CONVERGENCE ANGLE = 0°54'54.2962"

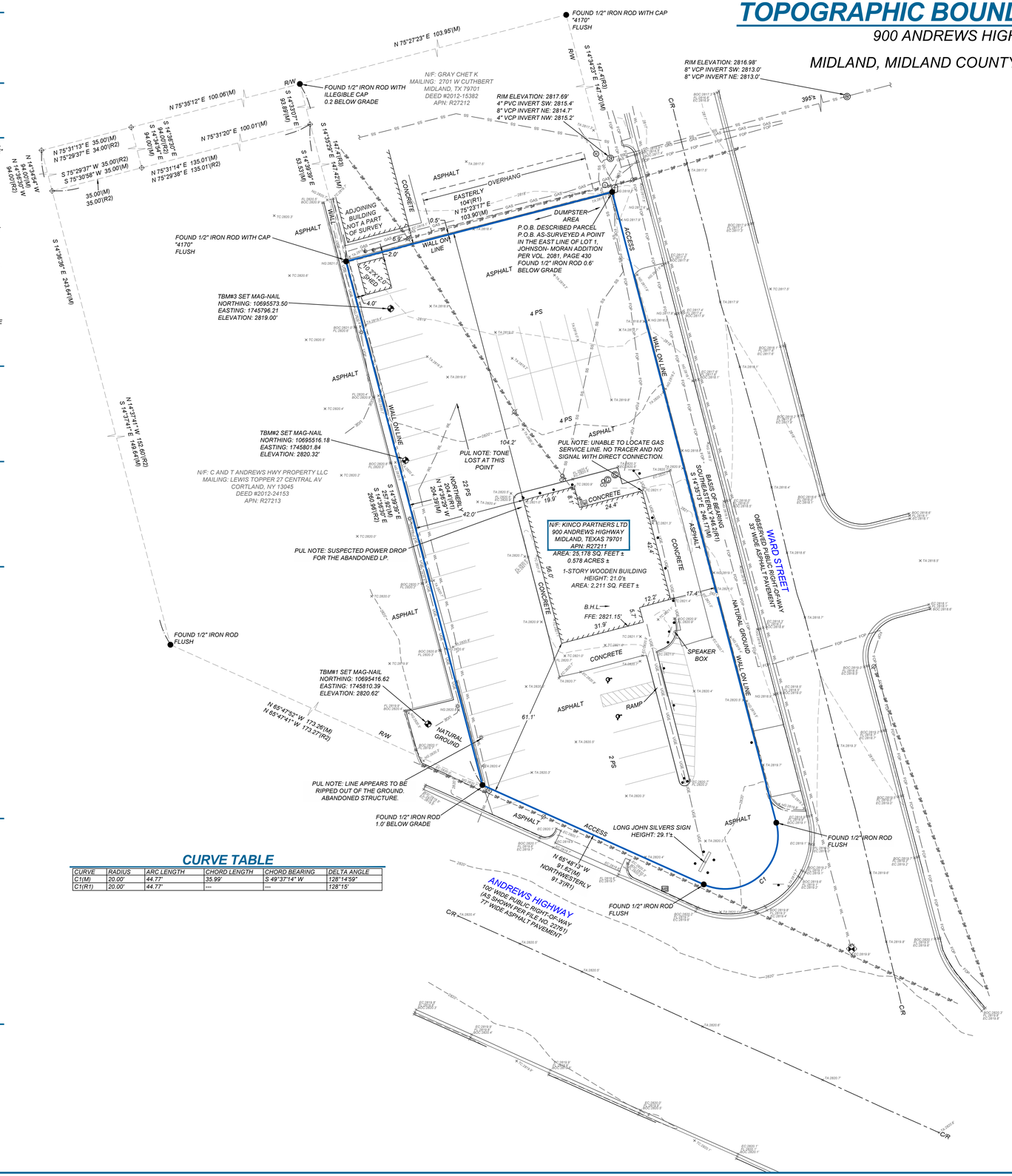
SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE SURVEY.

UTILITY INFORMATION

THE UTILITIES SHOWN ON THIS DRAWING HEREON HAVE BEEN LOCATED BY FIELD MEASUREMENTS UTILITY MAP DRAWINGS, PRIVATE UTILITY LOCATE PERFORMED BY BLEW & ASSOCIATES AND TEXAS 811 DIG UTILITY LOCATE REQUEST. BLEW AND ASSOCIATES MAKES NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. TICKET NUMBER: 2656932772

COMPANY:	*CONTACT:*
ATMOS ENERGY	*(866) 322-8667*
ASTOUND BROADBAND	*(800) 427-8686*
LUMEN	*(877) 453-8367*
ONCOR ELECTRIC DISTRIBUTION	*(888) 313-6862*
CITY OF MIDLAND WATER AND SEWER	*(432) 685-7270*
OPTIMUM	*(877) 694-9474*
AT&T	*(800) 288-2020*
UNITE PRIVATE NETWORKS LLC DBA SEGRA	*(833) 467-3472*

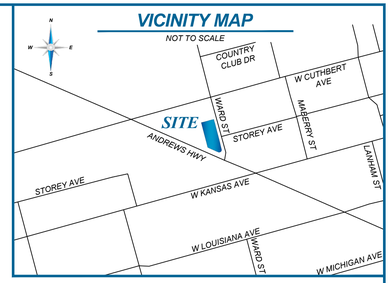


CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	20.00'	44.77'	35.99'	S 49°37'14" W	128°14'59"
C1(R1)	20.00'	44.77'	---	---	128°15'

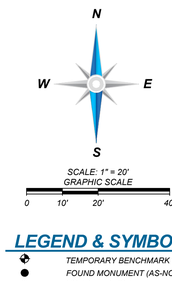
VICINITY MAP

NOT TO SCALE



GENERAL NOTES

1. *SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.*
2. *DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.*
3. *COMPLETED FIELD WORK WAS MARCH 13TH, 2026.*
4. *THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.*
5. *THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF WARD STREET AND ANDREWS HIGHWAY, WHICH ABUTS THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.*
6. *THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO WARD STREET AND ANDREWS HIGHWAY, BOTH BEING OBSERVED PUBLIC RIGHTS-OF-WAY.*
7. *EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.*
8. *NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED TEXAS ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY ("THE SUBJECT PROPERTY"). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B-II EXCEPTIONS, IS ONLY TO SHOW THE LOCATION OF BOUNDARIES AND PHYSICAL OBJECTIONS IN RELATION THERETO. TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY, SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.*
9. *NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM MIDLAND COUNTY GIS.*
10. *THE SUBJECT PROPERTY SHOWN HEREON FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT-OF-WAY AND/OR ADJOINING PARCELS WITH NO GAPS OR OVERLAPS.*
11. *A PRIVATE UTILITY LOCATE WAS CONDUCTED ON THE SUBJECT PROPERTY BY BLEW AND ASSOCIATES ON 3/9/2026.*
12. *ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING. VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE AT ONE FOOT INTERVALS.*



LEGEND & SYMBOLS

	TEMPORARY BENCHMARK (TBM#)
	FOUND MONUMENT (AS-NOTED)
	COMPUTED POINT
	HANDICAP PARKING
	LIGHT
	POWER POLE
	GUY ANCHOR
EM	*ELECTRIC METER*
T	*TELEPHONE PEDESTAL*
MB	*MAIL BOX*
	SIGN
	BOLLARD
GT	*GREASE TRAP MANHOLE*
	WATER VALVE
W	*WATER METER*
	CLEANOUT
G	*GAS METER*
PS	*PARKING SPACE(S)*
(M)	*MEASURED/CALCULATED DIMENSION*
(R1)	*RECORD DIMENSION AS SHOWN PER VOL. 2081, PAGE 430*
(R2)	*RECORD DIMENSION AS SHOWN PER DOC# 24154*
(R3)	*RECORD DIMENSION AS SHOWN PER VOL. 323x, PAGE 930*
N/F	*NOW OR FORMERLY*
B.H.L.	*BUILDING HEIGHT LOCATION*
FFE	*FINISHED FLOOR ELEVATION*
BOC	*BACK OF CURB*
EC	*EDGE OF CONCRETE*
FL	*FLOW LINE*
NG	*NATURAL GROUND*
TA	*TOP OF ASPHALT*
TC	*TOP OF CONCRETE*
P.O.B.	*POINT OF BEGINNING*
VCP	*VITRIFIED CLAY PIPE*
PVC	*POLYVINYL CHLORIDE PIPE*
	BOUNDARY LINE
R/W	*RIGHT-OF-WAY LINE*
C/R	*CROWN OF ROAD*
— x — x — x —	*FENCE LINE*
— OP — OP —	*OVERHEAD POWER LINE*
FOP	*UNDERGROUND FIBER OPTIC LINE*
UGE	*UNDERGROUND ELECTRIC LINE*
GAS	*UNDERGROUND GAS LINE*
WL	*UNDERGROUND WATER LINE*
SS	*UNDERGROUND SANITARY SEWER LINE*
	NO PARKING AREA
	WALL

SURVEYOR'S CERTIFICATE

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2, TSPS LAND TITLE SURVEY.

DATE OF PLAT OR MAP: 3/31/2026

STATE OF TEXAS
CLIFFORD E. CAMERON
6415
REGISTERED PROFESSIONAL LAND SURVEYOR
4/3/2026

CLIFFORD E. CAMERON, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6415
STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10194275

DATE	*REVISION HISTORY*	*BY*
4/13/2026	*ADDING AS-SURVEYED*	*DTS*

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: *26-2331*	***SURVEY DRAWN BY:*** *DTS - 3/31/2026*
SURVEY REVIEWED BY: *KLR*	***SHEET:*** *1 OF 1*
SURVEY PREPARED FOR: *CHARTER FOODS INC.*	

TOPOGRAPHIC BOUNDARY SURVEY

900 ANDREWS HIGHWAY

MIDLAND, MIDLAND COUNTY, TEXAS 79701

SITE INFORMATION

NIF: KINCO PARTNERS LTD
900 ANDREWS HIGHWAY
MIDLAND, TEXAS 79701
APN: R27211
AREA: 25,178 SQ. FEET ±
0.578 ACRES ±

REFERENCED DOCUMENTS

1. VOLUME 2081, PAGE 430
2. DOCUMENT #24154
3. VOLUME 3235, PAGE 930
4. FILE NO 22761

AS-SURVEYED LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN MIDLAND COUNTY, TEXAS, AND BEING THE SOUTH PART OF LOT 1, SUBDIVISION OF THE NORTHEAST PART OF BLOCK "E" IN JOHNSON-MORAN ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AS FOLLOWS:

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THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, N 14°36'29" W, A DISTANCE OF 204.39 FEET TO A FOUND 1/2" IRON ROD WITH CAP INSCRIBED "4170";

THENCE N 75°23'17" E, A DISTANCE OF 103.90 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 0.578 ACRES (25177.8 SQUARE FEET) MORE OR LESS, BEING THE SAME LAND AS DESCRIBED IN VOLUME 2081, PAGE 430.

PARKING INFORMATION

REGULAR= 32
HANDICAP= 2
TOTAL= 34

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NOS. 48329C0201F AND 48329C0088F, BOTH BEARING AN EFFECTIVE DATE OF 9/16/2005 AND IS NOT / IS IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

BASIS OF BEARING

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH BASED ON NORTHEAST LINE OF THE SUBJECT PROPERTY, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WARD STREET. THE BEARING IS DENOTED AS S 14°35'13" E PER GPS COORDINATE OBSERVATIONS TEXAS STATE PLANE, CENTRAL ZONE NAD83.
LATITUDE = 31°59'59.9832"
LONGITUDE = -102°06'35.9601"
CONVERGENCE ANGLE = 0°54'54.2962"

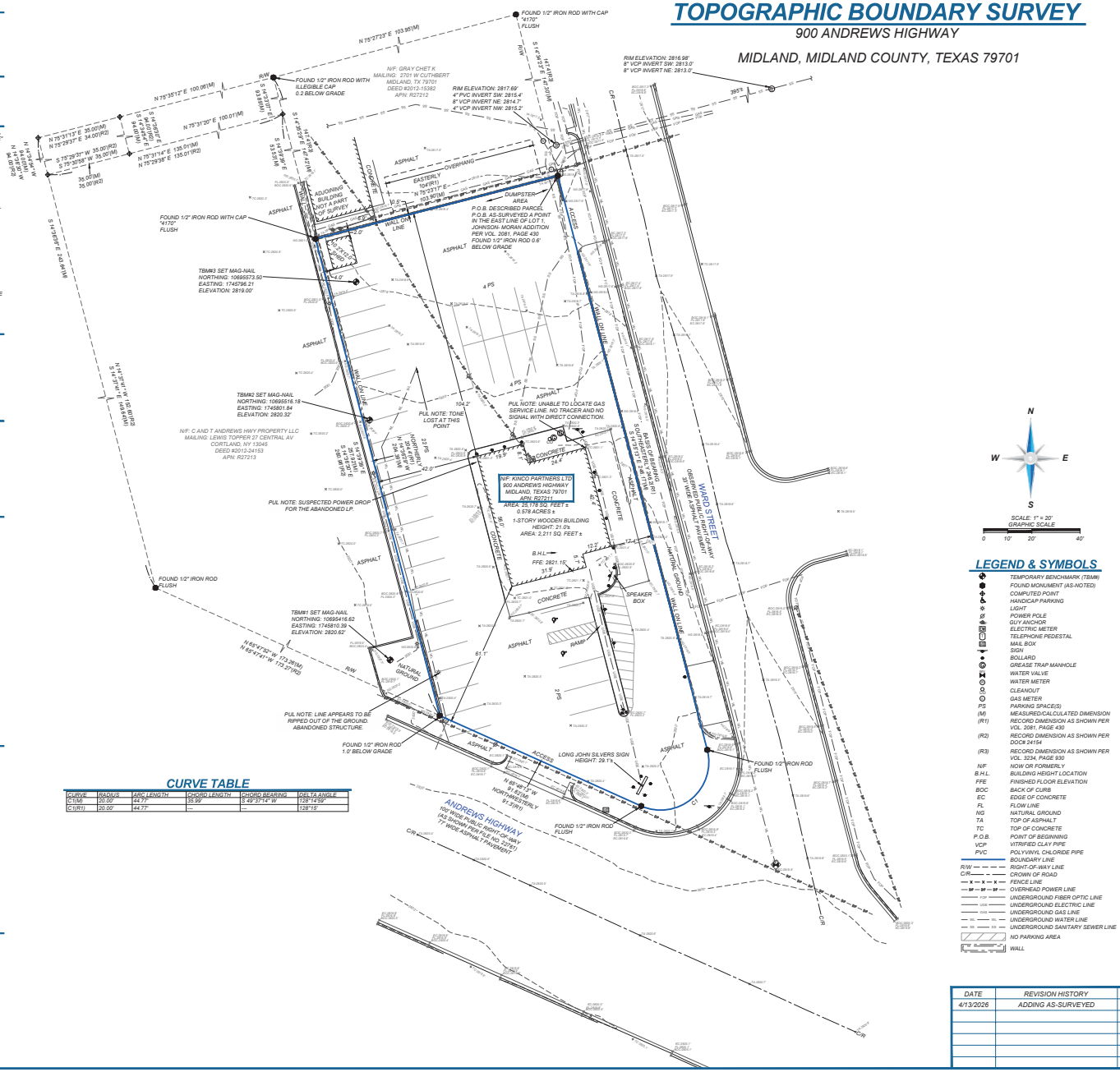
SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE SURVEY.

UTILITY INFORMATION

THE UTILITIES SHOWN ON THIS DRAWING HEREON HAVE BEEN LOCATED BY FIELD MEASUREMENTS UTILITY MAP DRAWINGS, PRIVATE UTILITY LOCATE PERFORMED BY BLEW & ASSOCIATES AND TEXAS 811 DIG UTILITY LOCATE REQUEST. BLEW AND ASSOCIATES MAKES NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. TICKET NUMBER: 2656932772

COMPANY:	CONTACT:
ATMOS ENERGY	(866) 322-8667
ASTOUND BROADBAND	(800) 427-8686
LUMEN	(877) 453-8367
ONCOR ELECTRIC DISTRIBUTION	(888) 313-6862
CITY OF MIDLAND WATER AND SEWER	(432) 685-7270
OPTIMUM	(877) 694-9474
AT&T	(800) 288-2020
UNITE PRIVATE NETWORKS LLC DBA SEGRA	(833) 467-3472

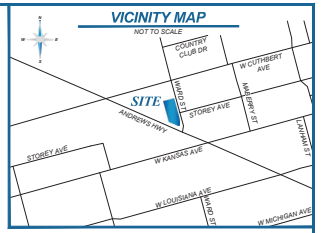


CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	20.00'	44.77'	35.99'	S 49°37'14" W	128°14'59"
C1(R1)	20.00'	44.77'	---	---	128°15'

VICINITY MAP

NOT TO SCALE



GENERAL NOTES

1. SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
2. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
3. COMPLETED FIELD WORK WAS MARCH 13TH, 2026.
4. THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.
5. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF WARD STREET AND ANDREWS HIGHWAY, WHICH ABUTS THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.
6. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO WARD STREET AND ANDREWS HIGHWAY, BOTH BEING OBSERVED PUBLIC RIGHTS-OF-WAY.
7. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
8. NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED TEXAS ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY ("THE SUBJECT PROPERTY"). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B-II EXCEPTIONS, IS ONLY TO SHOW THE LOCATION OF BOUNDARIES AND PHYSICAL OBJECTIONS IN RELATION THERETO. TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY, SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.
9. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM MIDLAND COUNTY GIS.
10. THE SUBJECT PROPERTY SHOWN HEREON FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT-OF-WAY AND/OR ADJOINING PARCELS WITH NO GAPS OR OVERLAPS.
11. A PRIVATE UTILITY LOCATE WAS CONDUCTED ON THE SUBJECT PROPERTY BY BLEW AND ASSOCIATES ON 3/9/2026.
12. ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING. VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE AT ONE FOOT INTERVALS.

LEGEND & SYMBOLS

- TEMPORARY BENCHMARK (TBM#)
- FOUND MONUMENT (AS-NOTED)
- COMPUTED POINT
- HANDICAP PARKING
- LIGHT
- POWER POLE
- GUY ANCHOR
- ELECTRIC METER
- TELEPHONE PEDESTAL
- MAIL BOX
- SIGN
- BOLLARD
- GREASE TRAP MANHOLE
- WATER VALVE
- WATER METER
- CLEANOUT
- GAS METER
- PS — PARKING SPACE(S)
- (M) — MEASURED/CALCULATED DIMENSION
- (R1) — RECORD DIMENSION AS SHOWN PER VOL. 2081, PAGE 430
- (R2) — RECORD DIMENSION AS SHOWN PER DOC# 24154
- (R3) — RECORD DIMENSION AS SHOWN PER VOL. 3234, PAGE 930
- N/F — NOW OR FORMERLY
- B.H.L. — BUILDING HEIGHT LOCATION
- FFE — FINISHED FLOOR ELEVATION
- BOC — BACK OF CURB
- EC — EDGE OF CONCRETE
- FL — FLOW LINE
- NG — NATURAL GROUND
- TA — TOP OF ASPHALT
- TC — TOP OF CONCRETE
- P.O.B. — POINT OF BEGINNING
- VCP — VITRIFIED CLAY PIPE
- PVC — POLYVINYL CHLORIDE PIPE
- BOUNDARY LINE
- R/W — RIGHT-OF-WAY LINE
- C/R — CROWN OF ROAD
- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND WATER LINE
- UNDERGROUND SANITARY SEWER LINE
- NO PARKING AREA
- WALL

SURVEYOR'S CERTIFICATE

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2, TSPS LAND TITLE SURVEY.

DATE OF PLAT OR MAP: 3/31/2026

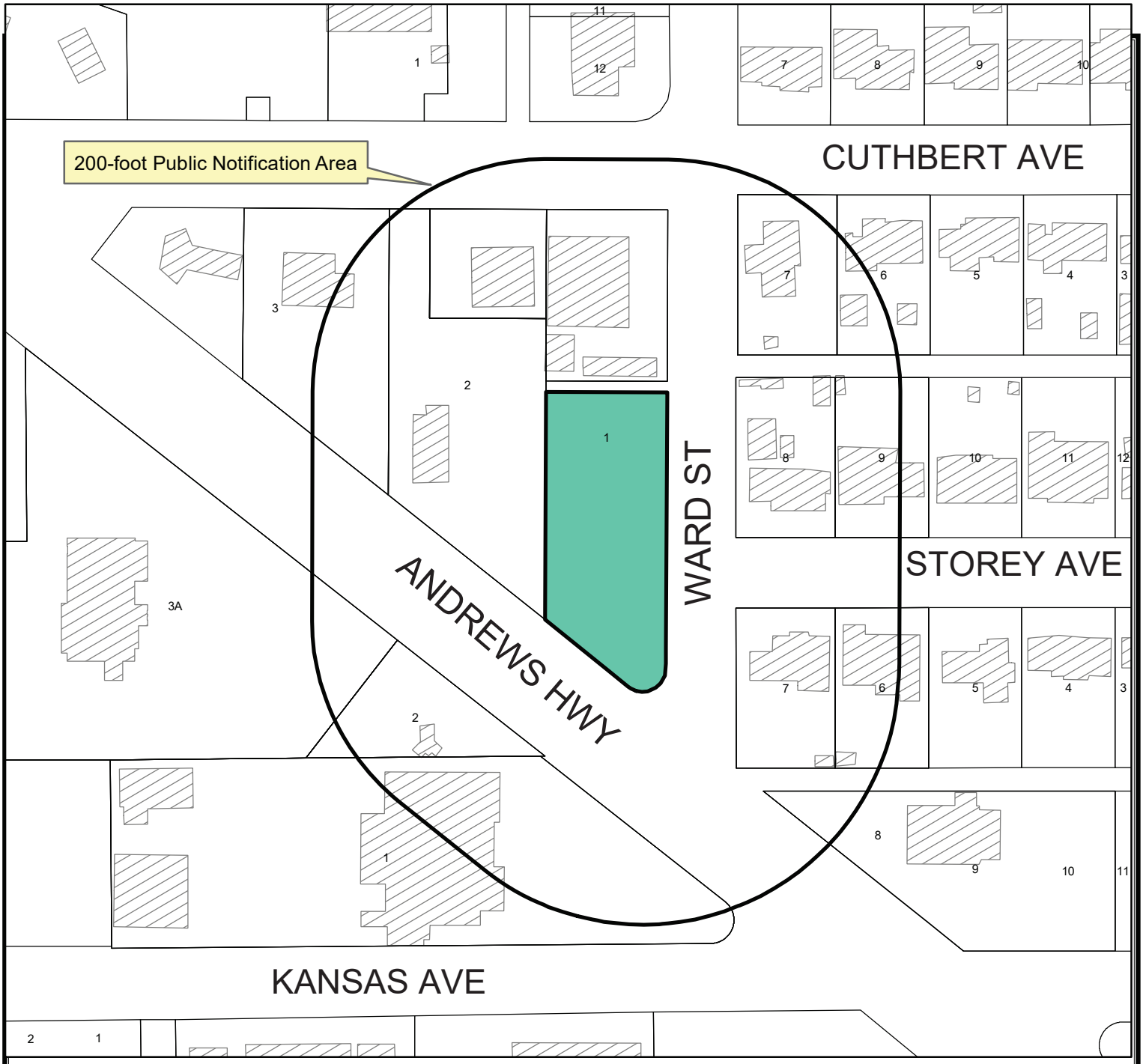
STATE OF TEXAS
CLIFFORD E. CAMERON
6415
REGISTERED PROFESSIONAL LAND SURVEYOR
3/31/2026

CLIFFORD E. CAMERON, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6415
STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10194275

DATE	REVISION HISTORY	BY
4/13/2026	ADDING AS-SURVEYED	DTS

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 26-2331	SURVEY DRAWN BY: DTS - 3/31/2026
SURVEY REVIEWED BY: RLR	SHEET: 1 OF 1
SURVEY PREPARED FOR: CHARTER FOODS INC.	



Location Map

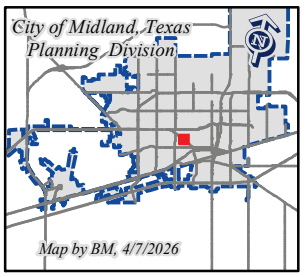
Z-26-0479 **Scale: 1" = 123'**

Consider a request by Long John Silver's, on behalf of Kinco Partners, LTD, for a Zone Change from LR, Local Retail District to RR, Regional Retail District on a 0.578-acre tract of land out of Lot 1, Block E, Johnson-Moran Addition, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of Andrews Highway and Ward Street. (Council District 3)

LEGEND

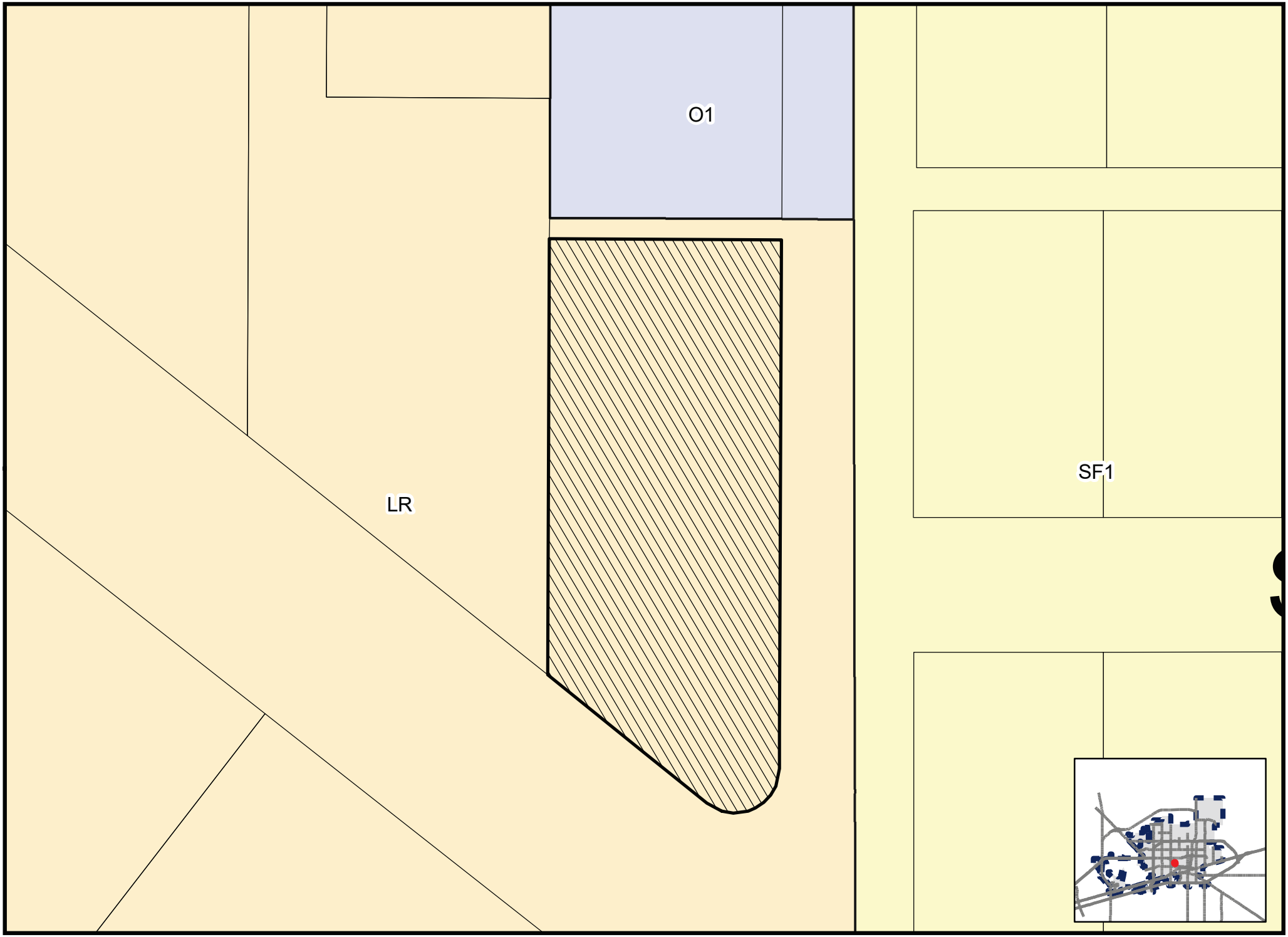
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 4/7/2026

Z-26-0479

Scale: 1" = 54'

ZONING MAP

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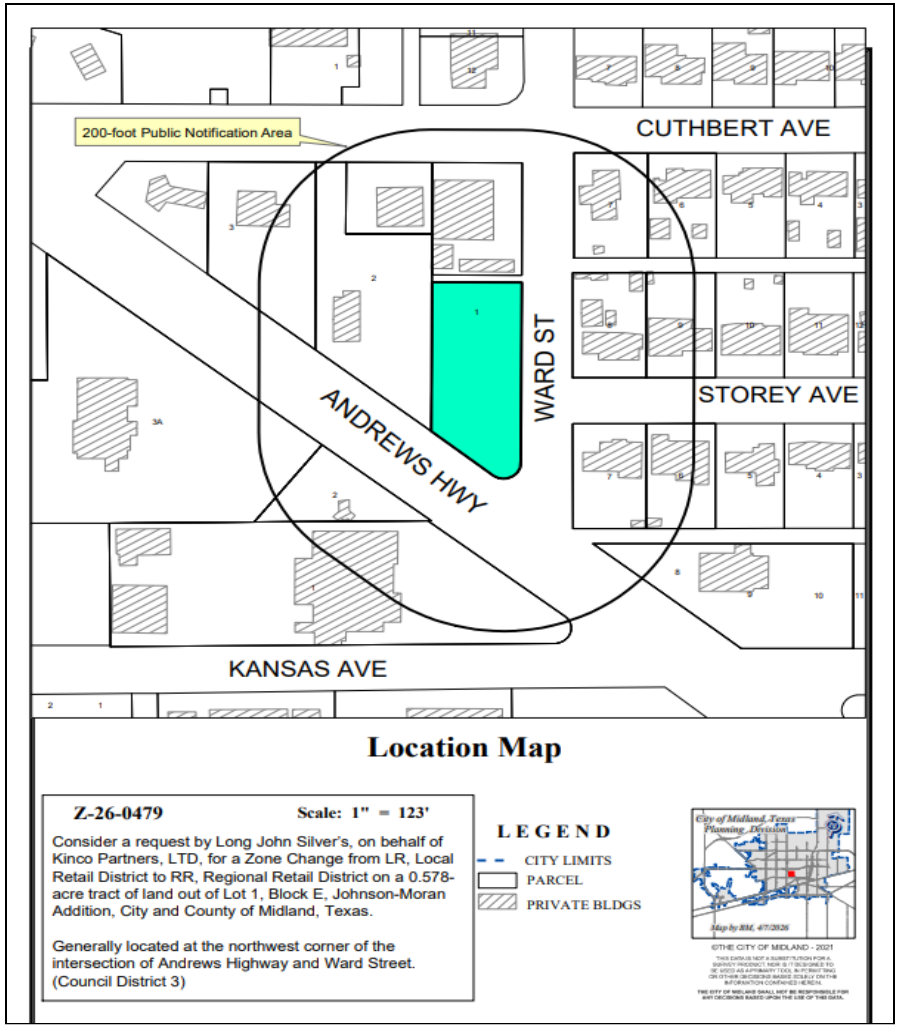



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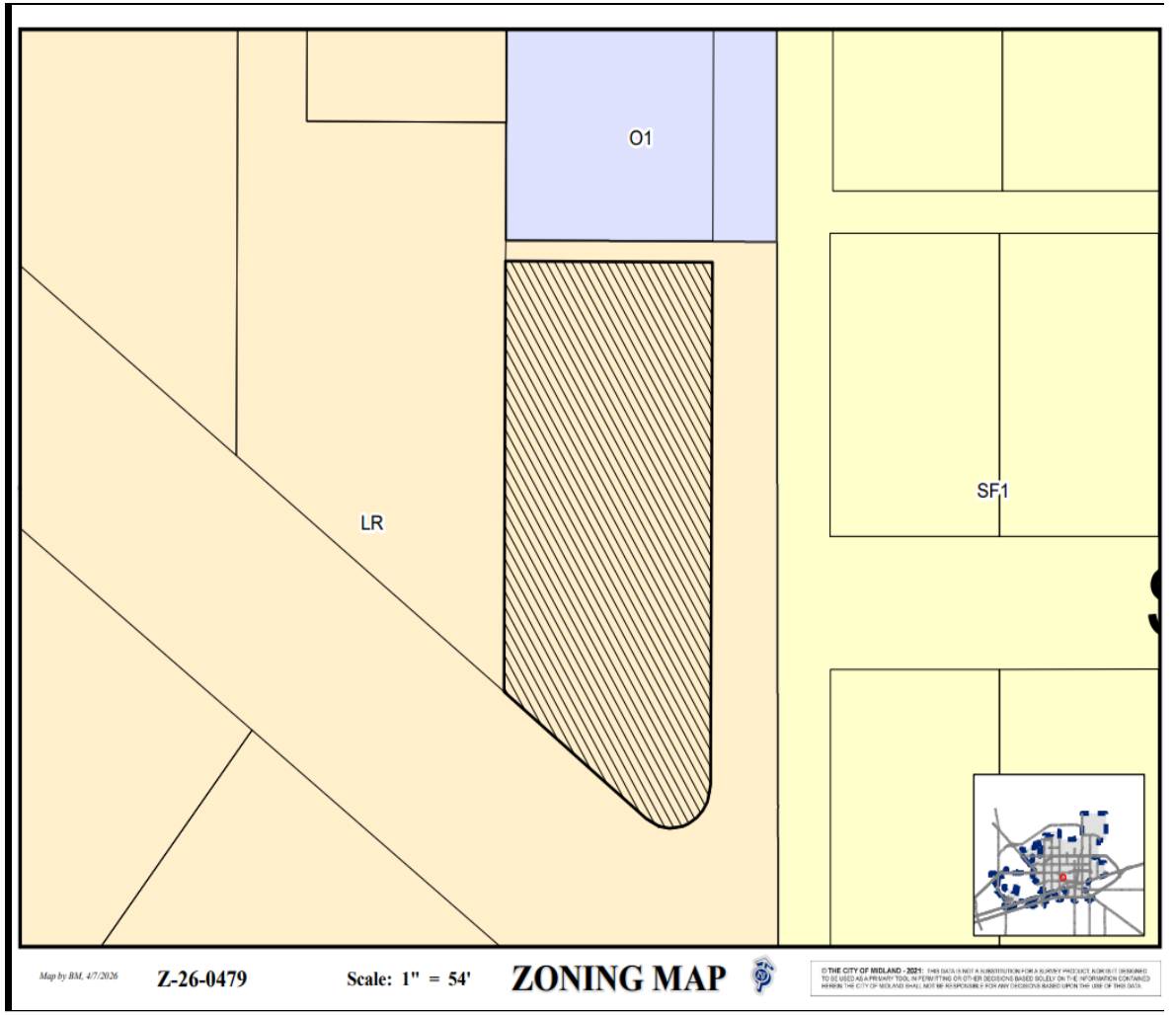
APPLICATION SUMMARY

- **Applicant:** Long John Silver's
- **Property Owner:** Kinco Partners, LTD
- **Location:** 900 Andrews Highway (Council District 3)
- **Reason for Request:** For the reconstruction of the existing restaurant



ZONING

- **Current Zoning:** LR, Local Retail District
- **Surrounding Zoning:**
  - **North:** O-1, Office District
  - **South/East/West:** LR, Local Retail District
- **Proposed Zoning:** RR, Regional Retail District



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LAND USE

- **Current Use:** Restaurant with a Drive-Through
- **Surrounding Uses:**
  - **North:** Dentist Office
  - **South:** Vacant Lots
  - **East:** Single-Family Housing
  - **West:** Restaurant with a Drive-Through



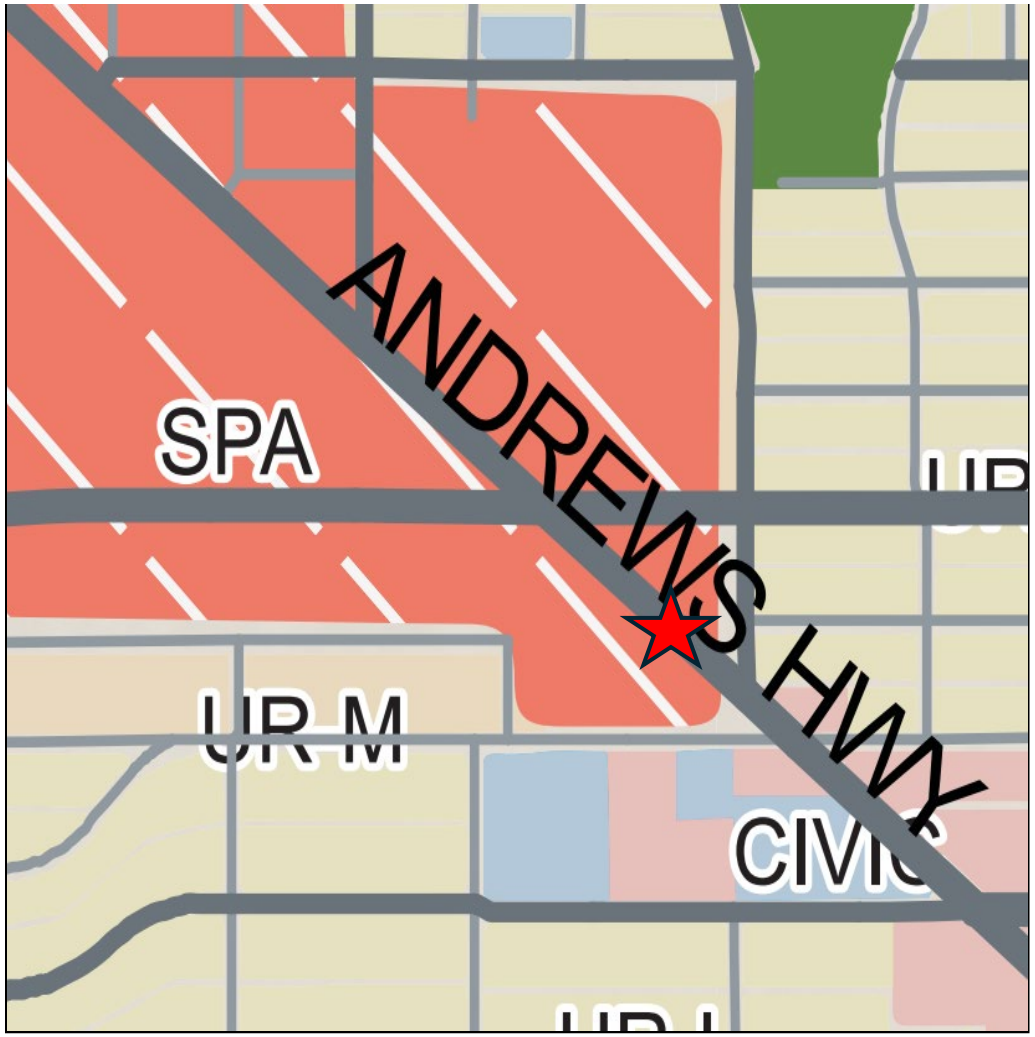


On Andrews Highway, Looking North

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area, (SPA)
- **Supported Uses:** No policies have been established for this designation.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on April 20, 2026.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 38.
Meeting Date: April 28, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 23.2 FEET OF LOT 5 AND THE EAST 87.6 FEET OF LOT 6, BLOCK 6, MA MAR TERRACE, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF SHELL AVENUE AND CESSNA DRIVE), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
Laura Castillo is requesting a reduced minimum front yard setback in order to construct an addition on the front of the residence at 3110 Shell.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned SF-1, Single-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum required front setback is 25 feet. The applicant is requesting a reduced minimum front yard setback of 20 feet and 6 inches to accommodate an addition to the home being an expansion of the master bathroom and master closet.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area, subject to the following conditions.

Conditions:

A. That the reduced minimum front yard setback for the addition identified as a "Proposed Addition" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

B. That the minimum front yard setback shall be twenty feet, six inches. (20' 6")

Letters of Objection:

Staff has not received any letters of objection as of April 17, 2026.

Attachments:

A. ORD W EXH - E-26-0159.Laura Castillo - Red Min Front Yard Setback Ord w Exh
B. E-26-0159, Combined Docs
C. CC - - 3110 Shell Ave, Special Exception

Angelina Bettanini, Development Services	Created/Initiated - 4/17/2026
Landon Ochoa, Development Services	Approved - 4/17/2026
Elizabeth Triggs, Development Services	Approved - 4/17/2026
Linda Ochoa, Legal	Approved - 4/20/2026
Jose Ortiz, City Manager	Approved - 4/21/2026
Morris Williams, City Manager	Approved - 4/21/2026
Rachel Guentensberger, City Secretary	Final Approval - 4/22/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 23.2 FEET OF LOT 5 AND THE EAST 87.6 FEET OF LOT 6, BLOCK 6, MA MAR TERRACE, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF SHELL AVENUE AND CESSNA DRIVE), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as the west 23.2 feet of Lot 5 and the east 87.6 feet of Lot 6, Block 6, Ma Mar

Terrace, Section 2, City and County of Midland, Texas. Said special exception shall allow a reduced minimum front yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be twenty feet, six inches (20' 6").

B. That the reduced minimum front yard setback allowed by this ordinance shall apply only to the "proposed addition" shown in the site plan, which is attached hereto as Exhibit A and incorporated 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 file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

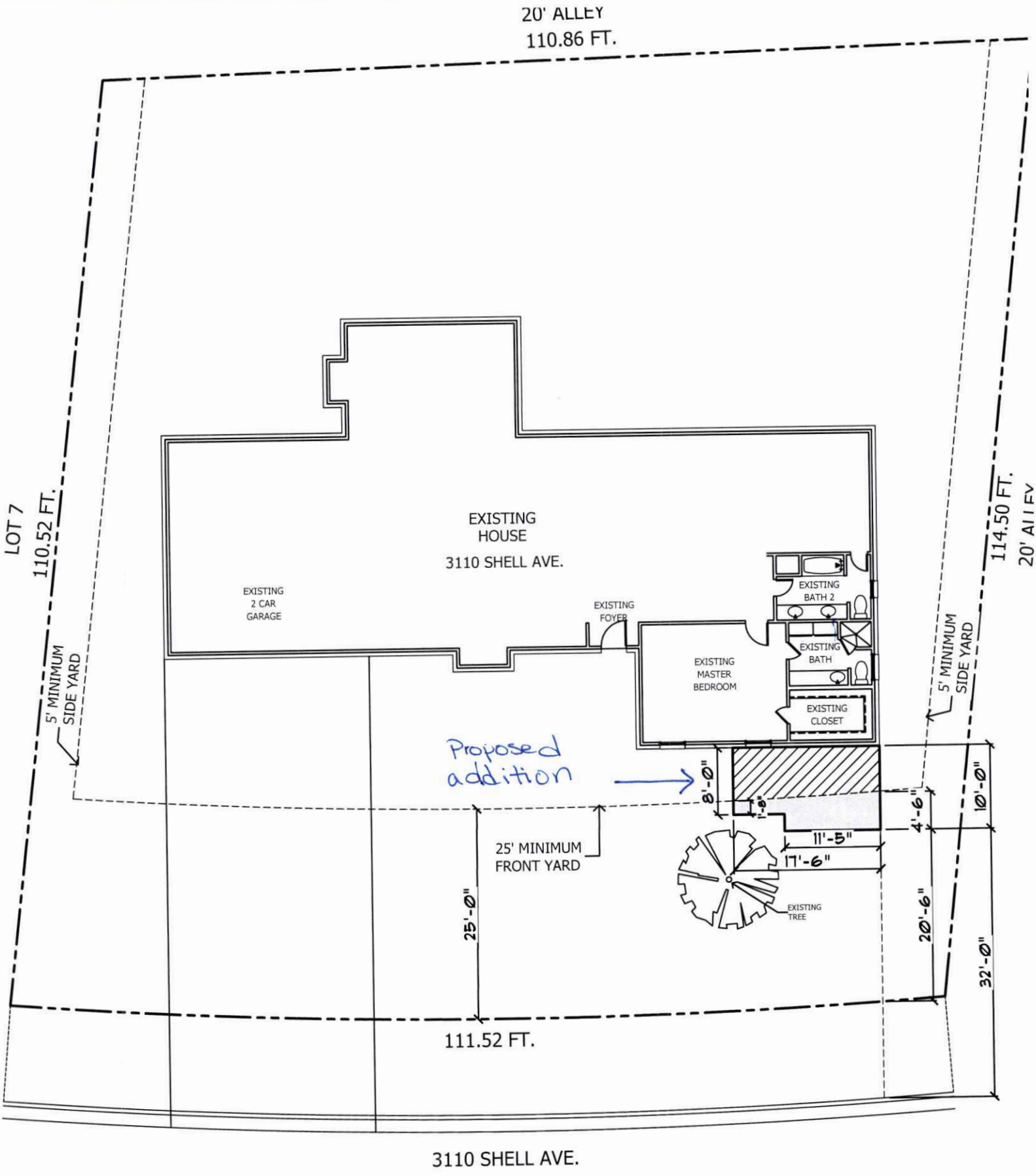
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

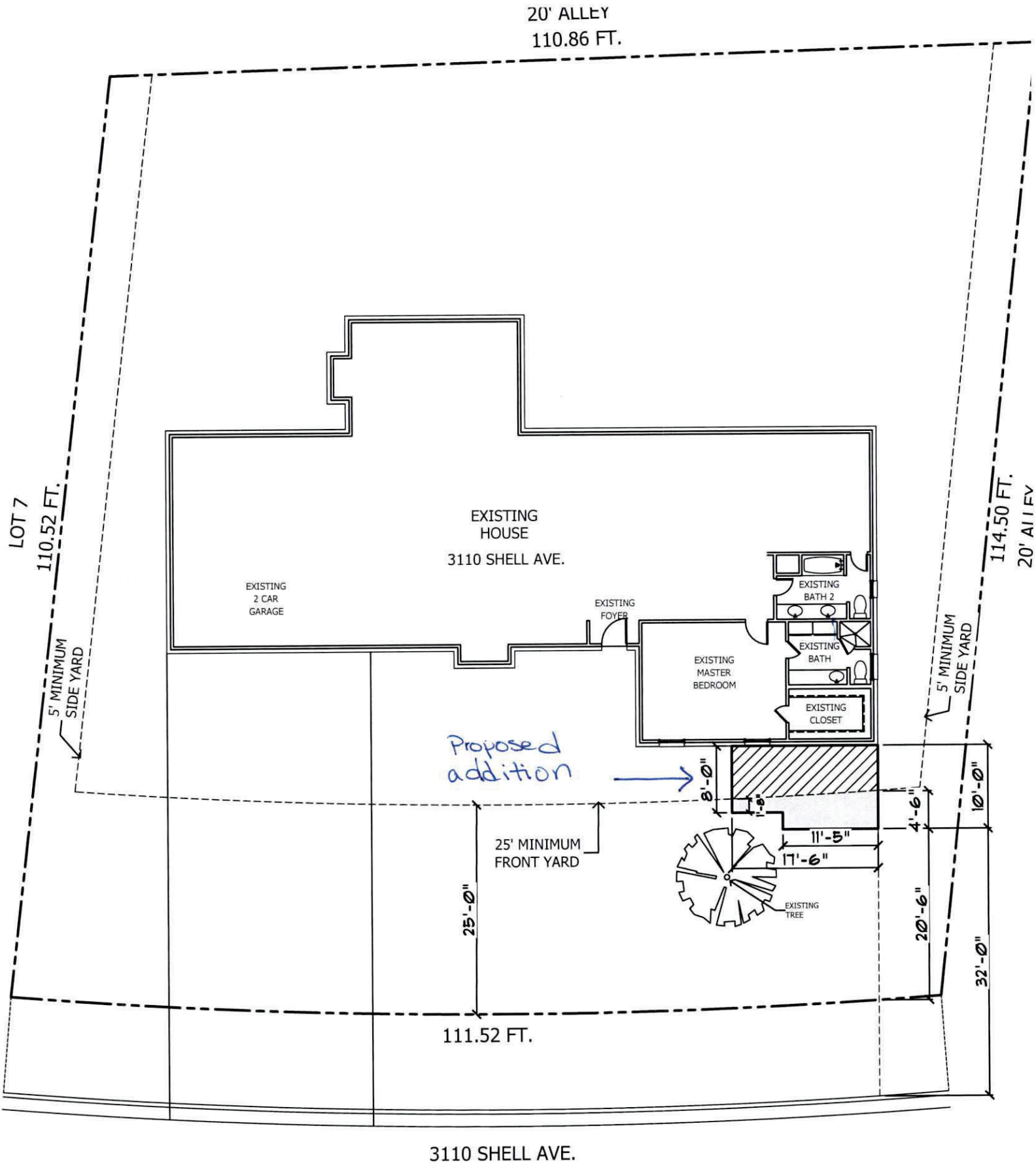


1 / SD1 NEW ADDITION SITE PLAN

1" = 15'

NEW ADDITION LIVABLE AREA: 173 SQ. FT.

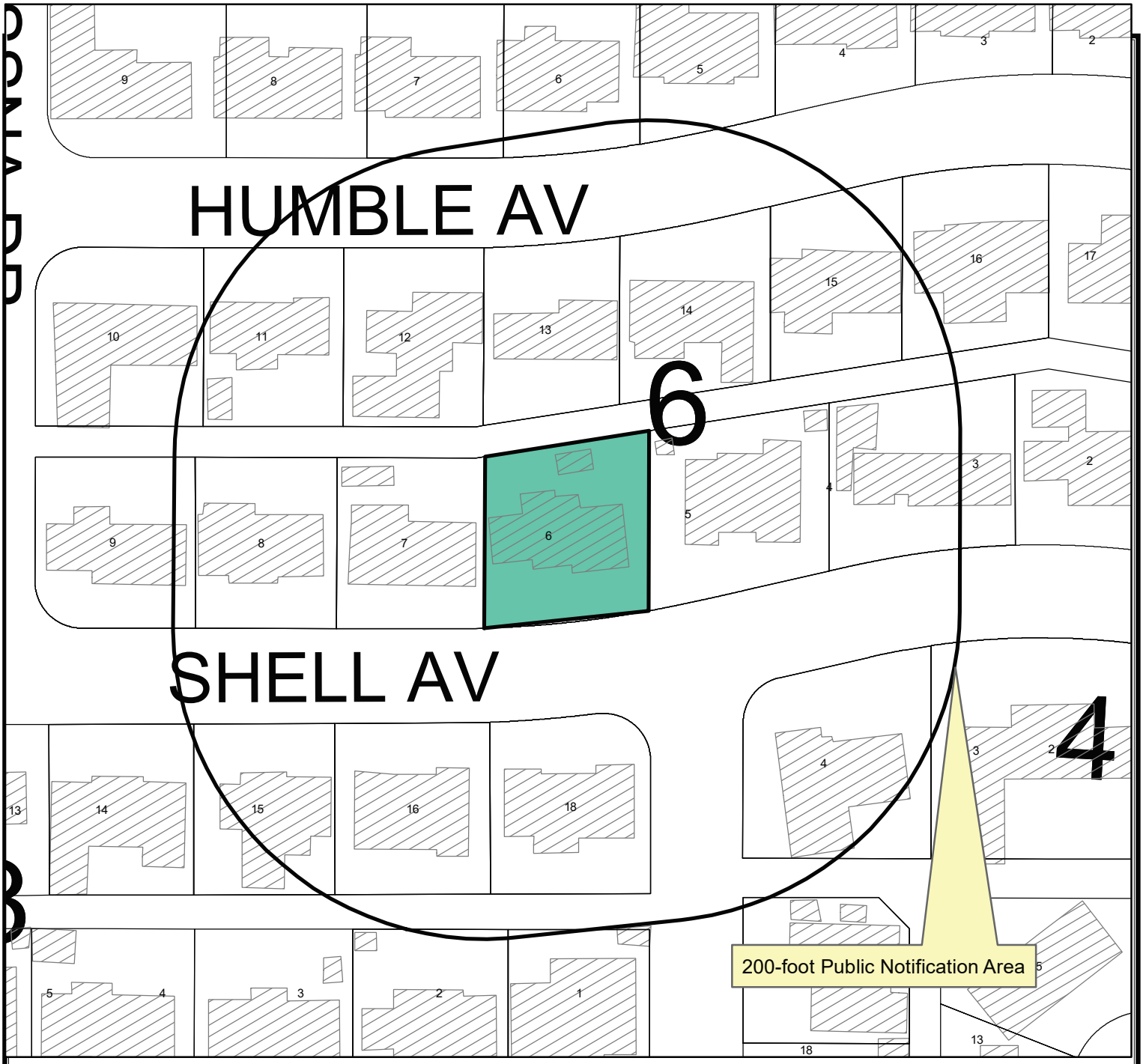
EXHIBIT A



1 / SD1 NEW ADDITION SITE PLAN

1" = 15'

NEW ADDITION LIVABLE AREA: 173 SQ. FT.



Location Map

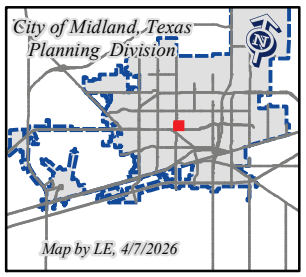
E-26-0159 **Scale: 1" = 600'**

Consider a request by Laura Castillo for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum front yard setback for the west 23.2 feet of Lot 5, and the east 87.6 feet of Lot 6, Block 6, Ma Mar Terrace, Section 2, City and County of Midland, Texas.

(Generally located at the northwest corner of the intersection of Shell Avenue and Cessna Drive.)
(Council District 3)

LEGEND

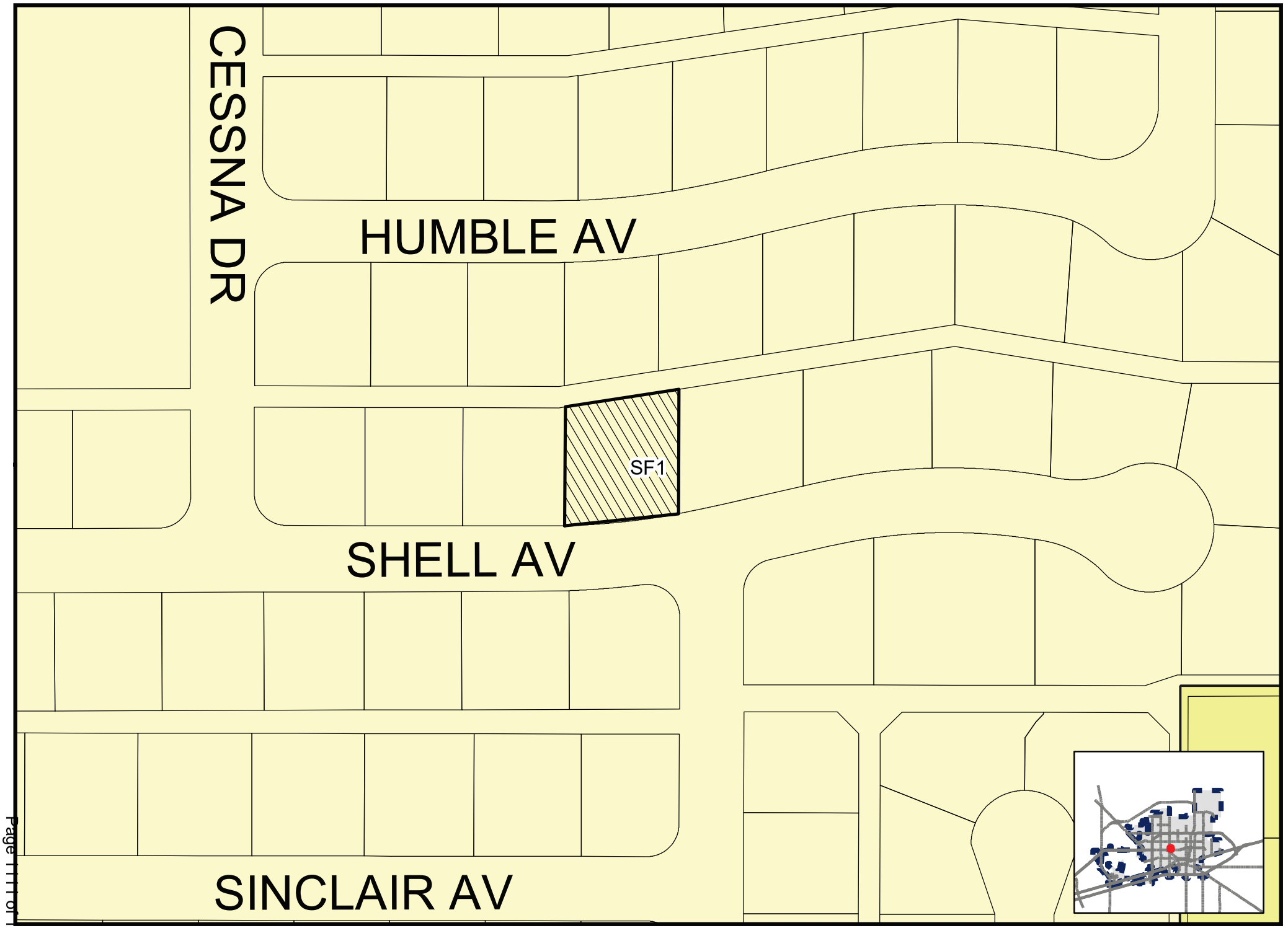
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map by LE, 4/7/2026

E-26-0159

Scale: 1" = 800'

ZONING MAP

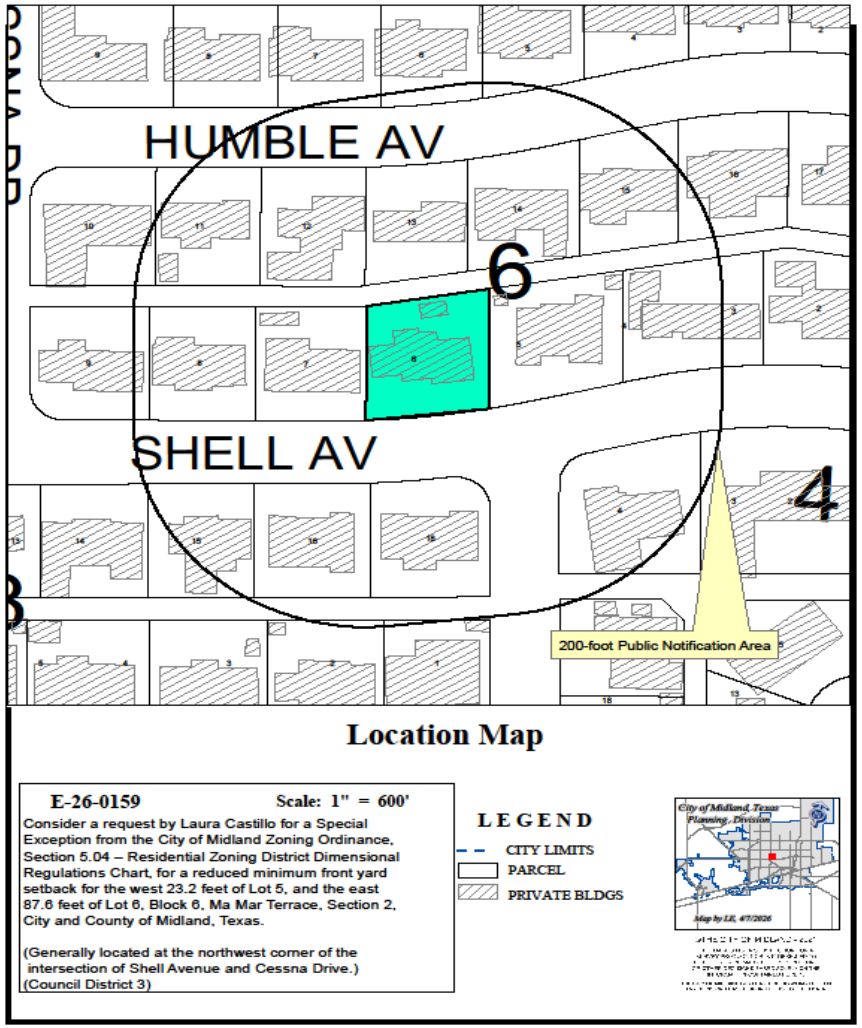
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HELL AV
6
4


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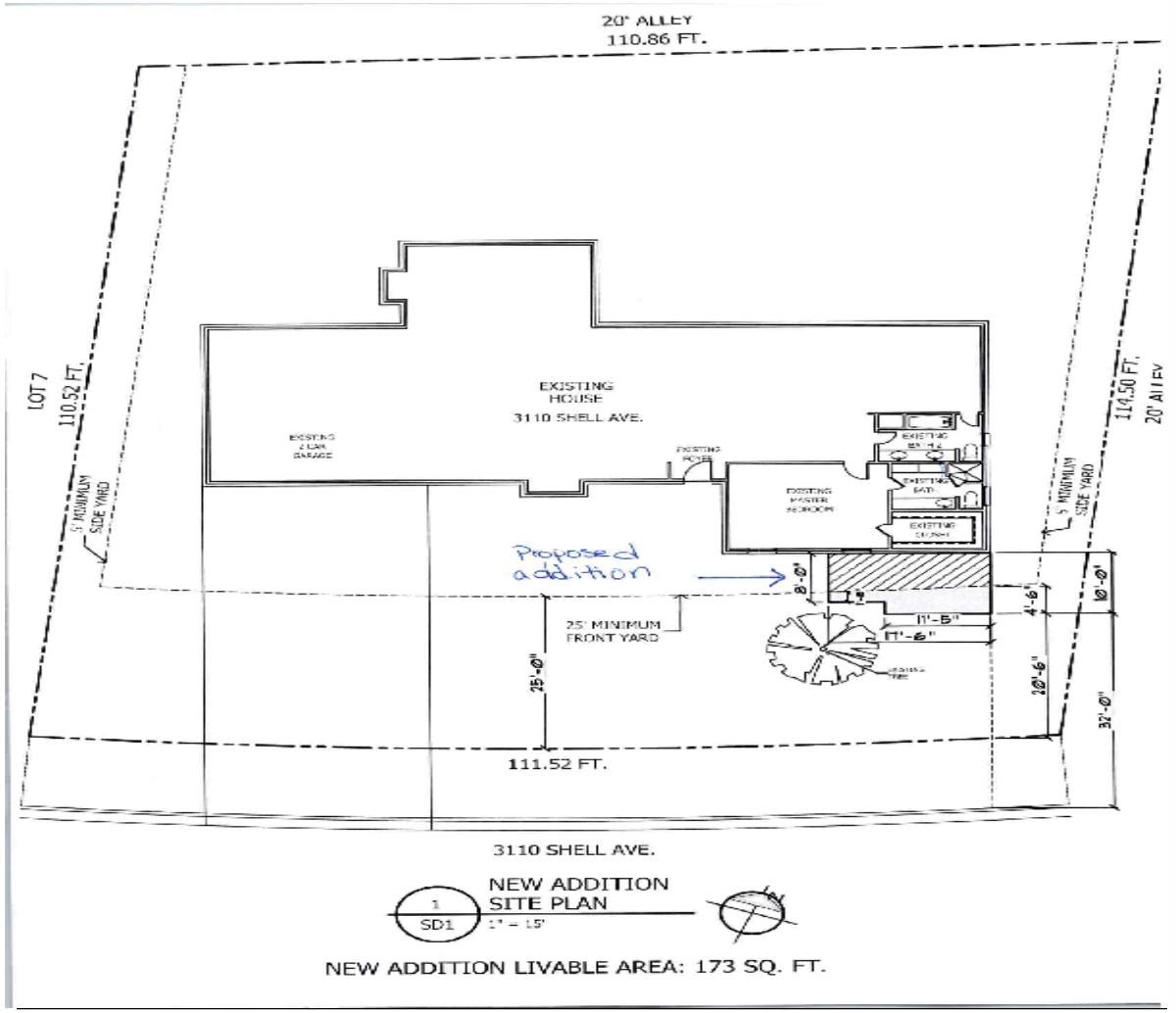
APPLICATION SUMMARY

- **Applicant/Property Owner:** Laura Castillo
- **Location:** 3110 Shell Avenue (Council District 3)
- **Reason for Request:** For a reduced minimum front setback



DETAILS OF REQUEST

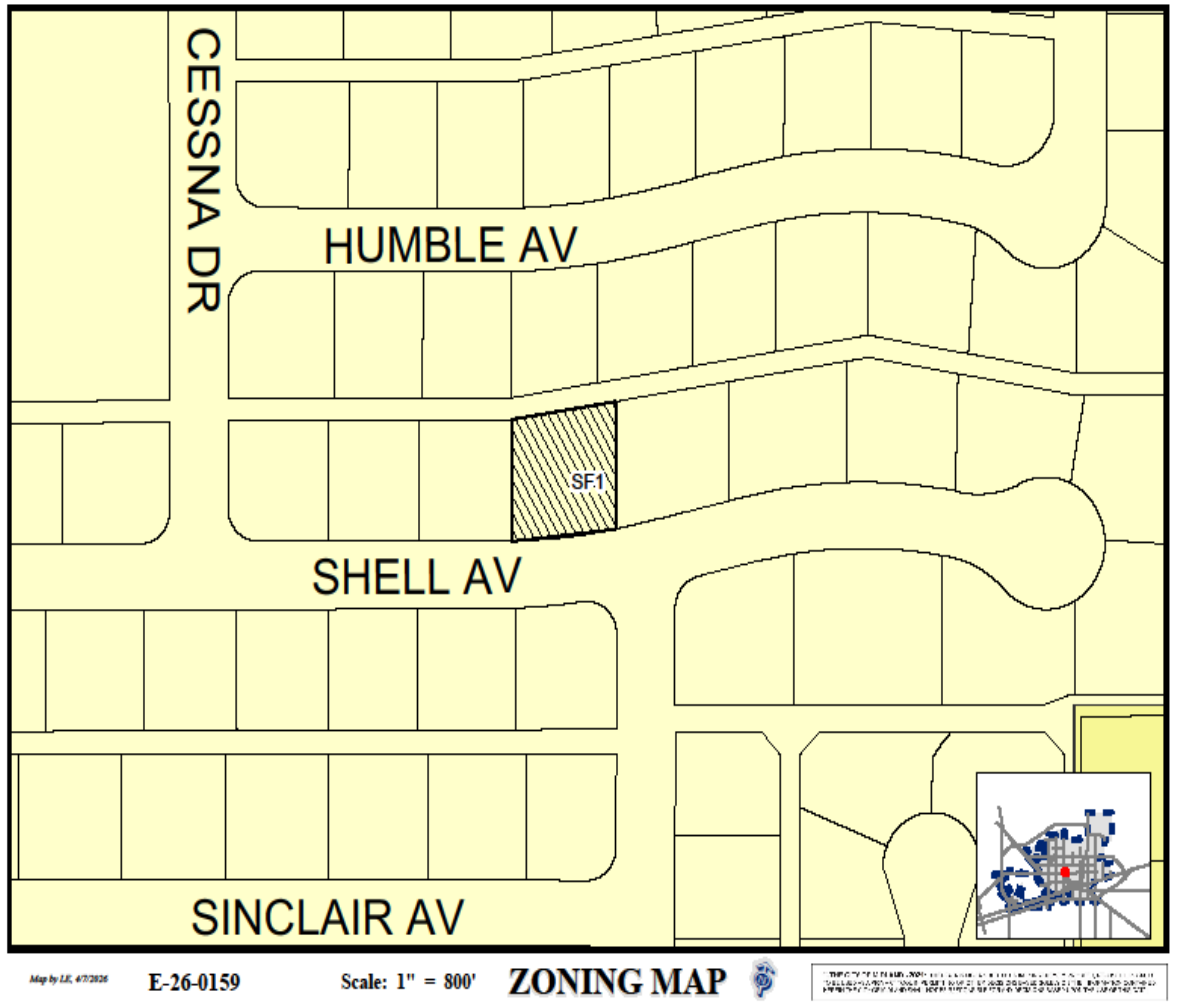
- **Code Requirement:** The minimum front setback for the SF-1, Single-Family Dwelling District is 25 feet per Section 5.04-Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** 20 feet, 6 inches



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ZONING

- **Current Zoning:** SF-1. Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East/South/West:** SF-1, Single-Family Dwelling District



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LAND USE

- **Current Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing



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On Shell Avenue, looking North

STAFF'S RECOMMENDATION

- No objections were received.
- Staff **recommends approval** of this request with the following conditions:

A. That the minimum front yard setback shall be twenty feet, six inches (20' 6").
B. That the reduced minimum front yard setback allowed by this ordinance shall apply only to the "proposed addition" shown in the site plan, which is attached hereto as Exhibit A and incorporated herein.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

