CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
June 9, 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 Michael Sanchez, True-Lite Christian Fellowship

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

3. Presentation of Juneteenth Proclamation

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF MAY 12, 2026

5. 2026-071 - RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND INTERNATIONAL AIR & SPACE PORT SIGNAGE INFRASTRUCTURE PROJECT TO THE SOLE BIDDER, COOPER CONSTRUCTION MANAGEMENT, INC., AT A TOTAL COST OF $744,920.00; APPROVING $172,984.00 FOR CONTINGENCIES; APPROVING $130,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2026-072 - RESOLUTION AWARDING A CONTRACT TO EDGARDO MADRID & ASSOCIATES, LLC FOR THE LOOP 250 & TODD ROAD WATER IMPROVEMENTS PHASE 1 PROJECT FOR A COST OF $1,245,880.68; APPROVING $249,176.14 IN CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2026-073 - RESOLUTION AWARDING A CONTRACT FOR THE MOCKINGBIRD LANE PHASE 1 PAVING AND DRAINAGE PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $1,177,016.31; APPROVING $235,403.26 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2026-074 - RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES ASSOCIATED WITH CITYWORKS SOFTWARE FOR A TOTAL COST OF $144,682.74; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE**

SOUND GOVERNANCE & FISCAL MANAGEMENT)

9. 2026-075 - RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE CONTRACT WITH MCCREARY, VESELKA, BRAGG & ALLEN P.C., ATTORNEYS AT LAW (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: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2026-076 - RESOLUTION APPROVING A CONTRACT WITH ALLEN TEINERT CONSTRUCTION COMPANY DBA TEINERT CONSTRUCTION WITH A GUARANTEED MAXIMUM PRICE NOT TO EXCEED $20,647,913.00 FOR THE CONSTRUCTION OF PHASE 2 OF THE BEAL PARK RENOVATION AND CONSTRUCTION PROJECT; APPROVING $1,000,000.00 FOR PROJECT-RELATED EXPENSES; ACCEPTING, TRANSFERRING, AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

11. 049-2026 - MOTION AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT NO. 81 IN ORDER TO RECEIVE GRANT FUNDS FOR THE MIDLAND INTERNATIONAL AIR & SPACE PORT TERMINAL MODERNIZATION AND EXPANSION PROJECT; AND AUTHORIZING THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT **(DISTRICT: 4) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

12. 050-2026 - MOTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF $150,000.00 AWARDED BY THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES; SAID GRANT FUNDS SHALL BE USED FOR ANIMAL SPAY AND NEUTER PROCEDURES; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS; AND APPROPRIATING FUNDS **(DISTRICT: ALL) (ANIMAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

13. 2026-077 - RESOLUTION APPROVING A LEASE AGREEMENT WITH THE BOYS & GIRLS CLUB OF THE PERMIAN BASIN FOR CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS AN APPROXIMATE 1.928-ACRE TRACT LOCATED IN LOT 11A, BLOCK 7, HALEY HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF GOODE STREET AND GRIFFIN AVENUE) **(DISTRICT: 2) (PARKS & RECREATION) (QUALITY OF LIFE AND PLACE)**

14. 2026-078 - RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDLAND SHUTTLE SERVICES INC.; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

15. 2026-079 - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH **(DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR**

INFRASTRUCTURE)

SECOND READINGS

16. 10763 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,822-SQUARE-FOOT PORTION OF LOT 1, BLOCK 12, WESTRIDGE PARK ADDITION, SECTION 49, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND AVALON 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 (FIRST READING HELD MAY 12, 2026) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

17. 10764 - 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 (FIRST READING HELD MAY 12, 2026) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

18. 10766 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2, 3, AND 4, AND THE EAST NINE FEET OF LOT 5, BLOCK 8, REPLAT OF LOMA LINDA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST SCHARBAUER DRIVE, APPROXIMATELY 85 FEET WEST OF NORTH LAMESA ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

19. 10767 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD 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)**

20. 10768 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, 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)**

21. 10769 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L 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)**

MISCELLANEOUS

22. 10770 - AN ORDINANCE AMENDING TITLE IV, “BUILDING REGULATIONS” OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 15, “MINIMUM MAINTENANCE STANDARDS”, SO AS TO ADOPT PROPERTY MAINTENANCE STANDARDS THAT SHALL APPLY TO ALL BUILDINGS AND PREMISES IN THE CITY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

23. 10771 - AN ORDINANCE AMENDING TITLE IV, “BUILDING REGULATIONS”, CHAPTER 8, “SUBSTANDARD BUILDINGS”, OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REVISE THE DEFINITION OF “MINIMUM STANDARDS” AND TO SPECIFY TO WHOM THE CITY SHALL SEND A DEMAND FOR PAYMENT IN THE EVENT THAT THE CITY INCURS EXPENSES TO SECURE A SUBSTANDARD BUILDING; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A

MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

STAFF PRESENTATIONS

24. Strengthen and Sustain our Infrastructure — Update on Water

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

26.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.

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

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

26.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.

26.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

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
May 12, 2026 - 10:00 AM

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, May 12, 2026.

Council Members present: Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

Council Members absent: John Burkholder

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 David McReynolds, Stonegate Fellowship 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 Certificates of Completion to the graduates of Midland 101 2025-2026 class

CONSENT AGENDA

Brian Stubbs moved to Approve Consent Agenda items 4-15, excluding items 4, 9 & 12; seconded by John Norman. The motion Passed by the following vote:

AYE: Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: John Burkholder

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF APRIL 28, 2026

Robin Campbell completed a speaker card relative to the minutes and was recognized by Mayor Blong but was not present in the Council Chamber.

Jack Ladd moved to Approve; seconded by Amy Stretcher Burkes.

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

4.b SPECIAL SESSION OF MAY 5, 2026

5. 2026-067 - RESOLUTION APPROVING THE PURCHASE OF A FLATBED TRAILER FROM BRUCKNER'S TRUCK & EQUIPMENT THROUGH CHOICE PARTNERS FOR A TOTAL COST OF $131,379.00 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2026-068 - RESOLUTION APPROVING A CONTRACT WITH MID-TEX OF MIDLAND, INC. FOR THE INSTALLATION AND REPLACEMENT OF HVAC UNITS AT THE WATER RECLAMATION FACILITY THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF $249,492.00; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2026-069 - RESOLUTION CANCELLING THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR MAY 26, 2026; AND AUTHORIZING THE MAYOR TO ADMINISTRATIVELY CANCEL CITY COUNCIL MEETINGS **(DISTRICT: NONE) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

8. 040-2026 - MOTION AUTHORIZING THE EXECUTION OF A REVOCABLE LICENSE AGREEMENT WITH THE STRAIGHT LINE FOUNDATION (THE "FOUNDATION") REGARDING CITY-OWNED PROPERTY DESCRIBED AS BLOCK 7, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS; SAID REVOCABLE LICENSE AGREEMENT ALLOWING THE FOUNDATION TO HOST AN ART AND MUSIC FESTIVAL ON THE PROPERTY ON MAY 30, 2026 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

9. 041-2026 - MOTION AUTHORIZING THE EXECUTION OF A REVOCABLE LICENSE AGREEMENT WITH CULTURA WEST REGARDING CITY-OWNED PROPERTY DESCRIBED AS (I) BLOCK 7, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS, (II) THE PORTION OF COLORADO STREET LOCATED NORTH OF OHIO AVENUE AND SOUTH OF TENNESSEE AVENUE, (III) THE PORTION OF TENNESSEE AVENUE LOCATED EAST OF COLORADO STREET AND WEST OF LORAINE STREET, (IV) THE PORTION OF LORAINE STREET LOCATED SOUTH OF TENNESSEE AVENUE AND NORTH OF OHIO AVENUE; AND (V) THE PORTION OF OHIO AVENUE LOCATED WEST OF LORAINE STREET AND EAST OF COLORADO STREET; SAID REVOCABLE LICENSE AGREEMENT ALLOWING CULTURA WEST TO HOST AN ART AND MUSIC

DRAFT

FESTIVAL ON THE PROPERTY ON JUNE 20, 2026 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

This item was pulled so that Council Member Brian Stubbs may recuse himself from the vote.

John Norman moved to Approve; seconded by Jack Ladd.

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

10. 042-2026 - MOTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $105,462.00 TO ASSIST THE CITY OF MIDLAND WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS NECESSITIES AND $150,358.00 TO ASSIST WITH THE FUNDING AND DELIVERY OF IMMUNIZATION SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID FUNDS INTO THE GENERAL FUND **(DISTRICT: ALL) (MIDLAND HEALTH SERVICE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 043-2026 - MOTION APPROVING THE BYLAWS OF THE CITY OF MIDLAND PARKS AND RECREATION COMMISSION **(DISTRICT: ALL) (PARKS & RECREATION) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 044-2026 - MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; GREATER MIDLAND FOOTBALL LEAGUE; POW5R SPORTS LEAGUE; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND; SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED ACTIVITIES THROUGH THE USE OF CERTAIN CITY-OWNED PROPERTY AND FACILITIES **(DISTRICT: ALL) (PARKS & RECREATION) (QUALITY OF LIFE AND PLACE)**

This item was pulled so that Council Member John Norman may recuse himself from the vote.

Parks & Recreation Director Laurie Williams gave a brief overview of the sports agreements reporting what they entail and how they will be used.

Jack Ladd moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:

DRAFT

AYE: Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd
NAY: None
ABSTAIN: John Norman
ABSENT: John Burkholder

13. 045-2026 - MOTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE SCHARBAUER FOUNDATION, INC. FOR AN AWARDED $25,000.00 IN GRANT FUNDS TO BE USED FOR THE LIGHTED GINGERBREAD HOUSE DISPLAY WITH FIGURINES AT THE 2026 MIDLAND MERRY LIGHTS **(DISTRICT: 2) (STRATEGIC PARTNERSHIPS OFFICE) (QUALITY OF LIFE AND PLACE)**

14. 046-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-001) WITH PLAINS ORYX PERMIAN BASIN PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 34, BLOCK 38, T-1-N, AND 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)**

15. 047-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-002) WITH PLAINS ORYX PERMIAN BASIN PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 34, BLOCK 38, T-1-N, AND SECTIONS 5 AND 8, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MARTIN AND MIDLAND COUNTIES, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

16. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10753.

John Norman moved to Approve; seconded by Jack Ladd.

The motion Passed by the following vote:

AYE: Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: John Burkholder

17. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10754.

John Norman moved to Approve; seconded by Jack Ladd.

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

18. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10755.

Jack Ladd moved to Approve; seconded by Robin Poole.

DRAFT

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

19. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10756.

Jack Ladd moved to Approve; seconded by John Norman.

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

20. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10757.

Jack Ladd moved to Approve; seconded by Brian Stubbs.

DRAFT

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

21. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10758.

Jack Ladd moved to Approve; seconded by John Norman.

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

22. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10759.

John Norman moved to Approve; seconded by Jack Ladd.

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

DRAFT

23. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10760.

Jack Ladd moved to Approve; seconded by John Norman.

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

24. 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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10761.

Jack Ladd moved to Approve; seconded by Amy Stretcher Burkes.

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

25. 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

DRAFT

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 (FIRST READING HELD APRIL 28, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10762.

Robin Poole moved to Approve; seconded by Jack Ladd.

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

PUBLIC HEARINGS

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

26. 10763 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,822-SQUARE-FOOT PORTION OF LOT 1, BLOCK 12, WESTRIDGE PARK ADDITION, SECTION 49, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND AVALON 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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10763.

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

Mayor Blong opened the public hearing at 10:23 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to Approve; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:

DRAFT

AYE: Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: John Burkholder

27. 10764 - 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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10764.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item, noting this item is a request for a zone change. This item previously came to Council and staff was instructed to work with the developer due to neighborhood concerns. Letters of objection have been received but not to the level to trigger a supermajority vote of Council.

Council discussion with staff ensued regarding traffic concerns and what constitutes a supermajority.

Tim Hair (Dunnaway Representative) reported on deed restrictions, traffic and safety, construction concerns and changes that have been made or plan to be made.

Mayor Blong opened the public hearing at 10:42 a.m. and reported there are a number of citizens in favor and in opposition of this item.

Edwin Sanchez (Citizen) spoke in favor of this item.

Allyse Rosso (Citizen) spoke in opposition of this item.

John McDonald (Citizen) spoke in favor of this item.

Adam Lawlis (Citizen) spoke in opposition of this item.

Jeff Hughes (Citizen) spoke in opposition of this item.

William Meyer (Citizen) spoke in opposition of this item.

Jack Reed (Citizen) spoke in opposition of this item.

Denise Porter (Citizen) spoke in opposition of this item.

DRAFT

Will Porter (Citizen) spoke in opposition of this item.

Wes Perry (Former Mayor) spoke in favor of this item.

Lauren Lawlis (Citizen) spoke in opposition of this item.

Sandra Thomas Mitchell (Citizen) spoke in opposition of this item.

Let the record show, the following individuals indicated their support of this item but did not wish to speak: Cindy Black, Lindsey Hodges, Kristina Leigh Johnson, Monique Jolly, Berry Simpson, Cynthia Simpson.

Let the record show, the following individuals indicated their opposition of this item but did not wish to speak: John McDonald, Carol Nasuhoglu, Will Porter, Revis Stroud, Jan Taylor.

There being no one else wishing to speak, the public hearing was closed at 11:17 a.m.

Deputy City Manager Jose Ortiz gave a brief overview on street entrance and spacing. Mr. Ortiz reported what staff recommended at that time but that they are open to other options.

Council discussion among staff and Tim Hair ensued.

Mayor Blong tabled this item at 11:29 a.m. to revisit it towards the end of the meeting.

Discussion of this item reconvened at 12:14 p.m. Council reported their concerns.

Mayor Blong re-opened the public hearing 12:35 p.m. so that more discussion could take place with citizens to give Council additional information before making a decision. Sandra Thomas Mitchell, William Meyer and Denise Porter (Citizens) had additional questions and/or concerns regarding this item.

Tim Hair (Dunaway) addressed some of their questions/statements. The Public Hearing was closed again at 12:50 p.m.

Council discussed amending the item.

This entire discussion and Council Meeting may be viewed and heard along with the full transcript at https://midlandtx.new.swagit.com/videos/387433.

Brian Stubbs moved to Amend with a Motion to add the requirement of a 4-way stop at the corner of Alysheba Lane and Sir Barton Parkway. Also, to consider the primary entrance for the development to be located off Mockingbird and have all directional traffic signal/signage in place, with all construction traffic to be restricted to Mockingbird; seconded by Jack Ladd.

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

DRAFT

28. 10765 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 3.03-ACRE TRACT OF LAND OUT OF GREEN HILL TERRACE, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF HOLIDAY HILL ROAD AND BECKER 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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10765.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item, noting this item is a request for a zone change. Staff recommends denial.

Council Member Robin Poole and Mayor Pro Tem Amy Stretcher Burkes reported this may not be a good fit for the area.

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

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

29. 048-2026 - HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2026-2027 CDBG GRANT APPLICATION SUBMISSIONS AND THE FIRST YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN 2025-2030 (PUBLIC HEARING ONLY) **(DISTRICT: ALL) (DEVELOPMENT SERVICES - COMMUNITY SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is to receive guidance and recommendations regarding the 2026-2027 Community Development Block Grant (CDBG) application submissions and the first year action plan.
Mrs. Triggs reviewed where we are in the process and the next steps. The Sub-committee includes three Council Members.

Mayor Blong reiterated the purpose, uses and budget for this program.

Council Member John Norman inquired if there is enough funding in the budget for the entire amount requested. Mrs. Triggs reported on the numbers and that the request is greater than the

amount in the budget.

Council Member John Norman pointed out there are times when cuts have to be made due to the budget; not everything can be funded.

Mayor Pro Tem Amy Stretcher Burkes pointed out that city-related projects such as sidewalks and substandard buildings have also taken away from those funds.

Mayor Blong opened the public hearing at 11:45 a.m.

The following individuals spoke in favor of their respective organizations.

Chrystal Hammons (Representative), spoke in support of Thriving United.

Shawn Ellis (Representative), spoke in support of Thriving United.

Michael Cain (Representative), spoke in support of the Salvation Army.

Devan Copeland (Representative) spoke in support of the YMCA aquatics.

Shirley Almanza (Representative) spoke in support of Breaking Bread.

Lisa McGee (Representative) spoke in support of Midland Memorial and Breaking Bread.

Michelle McClellan, (Representative) spoke in support of Midland Memorial and Breaking Bread.

Liz Harris (Representative) spoke in support of the YMCA.

Joey Hopkins (Representative) spoke in support of Habitat for Humanity.

There being no one else wishing to speak, the public hearing was closed at 12:11 p.m.

PUBLIC HEARING ONLY. NO ACTION TAKEN BY COUNCIL.

30. 2026-070 - RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE USE OF AN APPROXIMATE 1.928-ACRE TRACT LOCATED IN LOT 11A, BLOCK 7, HALEY HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF GOODE STREET AND GRIFFIN AVENUE); MAKING CERTAIN FINDINGS REGARDING THE LEASE OF SAID PROPERTY TO BOYS & GIRLS CLUB OF THE PERMIAN BASIN; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A LEASE AGREEMENT WITH BOYS & GIRLS CLUB OF THE PERMIAN BASIN **(DISTRICT: 2) (PARKS & RECREATION) (QUALITY OF LIFE AND PLACE)**

Parks & Recreation Director Laurie Williams gave a brief presentation of the item, noting it is time to renew the 30-year lease and holding a public hearing is a part of the renewal process.

DRAFT

The discussion is for the updated lease to be ten years with a ten-year renewal.

Mayor Blong opened the public hearing at 12:13 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to Approve; seconded by John Norman.

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

MISCELLANEOUS

31. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Amy Stretcher Burkes moved to re-appoint Mickey Cargile to the Permian Basin Community Center for MH/MR (PermiaCare) Board of Trustees; seconded by John Norman.

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

STAFF PRESENTATIONS

32. Fiscal Year 2026- Roads Update

Engineering Services Director Gabriel McClelland gave a brief presentation of the roads budget update of fiscal year 2026.

PUBLIC COMMENT

33. 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.)

Derick Smith (Citizen) made public comment relative to general concerns.

City Attorney Nicholas Toulet-Crump reported points of order are not reserved for members of the public but are reserved for members of the governing body.

Robin Campbell (Citizen) made public comment relative to general concerns.

DRAFT

Judd Campbell (Citizen) made public comment relative to general concerns.

Council Member Robin Poole reported we, as a governing body, are not here to argue after the fact. If members of the public have issues, they are free to take up those issues via the court system. It is not for Council to do so.

This entire City Council Meeting may be viewed and heard along with the full transcript at https://midlandtx.new.swagit.com/videos/387433.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 1:37 p.m.

34. 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:

    34.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.

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

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

    34.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.

    34.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 2:57 p.m.

PASSED AND APPROVED June 9, 2026.

_____
Lori Blong, Mayor

DRAFT

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5.
Meeting Date: June 9, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND INTERNATIONAL AIR & SPACE PORT SIGNAGE INFRASTRUCTURE PROJECT TO THE SOLE BIDDER, COOPER CONSTRUCTION MANAGEMENT, INC., AT A TOTAL COST OF $744,920.00; APPROVING $172,984.00 FOR CONTINGENCIES; APPROVING $130,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the Midland International Air and Space Port Beautification Monument Project to Cooper Construction Management, Inc. for a cost of $744,920.00 plus contingencies of $172,984.00 and other related project expenses of $130,000.00 for a total of $1,047,904.00 from the Airport Operating Fund Unappropriated Fund Balance for the Airport Department.

Recommended Action:
Approve

Fiscal Impact:
That the sum of $1,047,904.00 is hereby appropriated from the Airport Operating Fund Unappropriated Fund Balance and transferred to the Midland International Air & Space Port Beautification Monument Project

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for bids for the Midland International Air and Space Port Beautification Monument Project. Bid requests were issued to seven hundred seventy-one (771) contractors, sixty- one (61) viewed the bid request. We received one (1) bid and one (1) nonresponsive bid. Staff recommends awarding the base bid items to the lowest responsive bidder, Cooper Construction Management, Inc. Please see the attached memo from Justine Ruff, Aviation Director, for further information.

Therefore, please consider awarding a contract for the Midland International Air and Space Port Beautification Monument Project to Cooper Construction Management, Inc., for a cost of $744,920.00 plus $172,984.00 in contingencies and other project related expenses of

$130,000.00 for a project cost of $1,047,904.00.

Attachments:

A. IO MEMO - MAF Entrance sign award support memo
B. reso w exh - MAF Signage Infrastructure Project Reso
C. Bid Tab 26002818
D. Contract 26002818
E. MAF Entrance Sign

Carolina Jimenez, General Services	Created/Initiated - 5/27/2026
Regina Stephenson, General Services	Approved - 5/27/2026
Christy Weakland, Finance	Approved - 5/27/2026
Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/2/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

City Council Meeting

Item Number:
Meeting Date: June 9, 2026
To: Caroline Jimenez, Purchasing
From: Justine Ruff, Aviation Director
Subject: SUPPORT A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH COOPER CONSTRUCTION, INC. IN THE AMOUNT OF $744,920.00 FOR THREE MONUMENT SIGNS IN THE MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION MONUMENT PROJECT AND APPROPRIATING FUNDS FOR SAID PROJECT

Purpose:
Support memo for the construction of three monument signs at the entrances to the Midland International Air & Space Port and appropriating funds.

Support
Recommended Action:
Approve

Fiscal Impact:

Airport Fund	$ 1,047,904.00
TOTAL:	**$ 1,047,904.00**

Breakout of Costs:

Construction Phase Airport Admin Costs	$ 10,000.00
Franchise Utility Adjustments	$ 50,000.00
Construction Phase Surveying and Testing	$ 25,000.00
Construction Phase Administrative Costs	$ 10,000.00
Construction Phase RPR	$ 35,000.00
Construction Improvements FNF Construction Inc. (Bridge Option)	$ 744,920.00
Airport Fund Construction Contingency (20%)	$ 172,984.00
TOTAL:	**$1,047,904.00**

Appropriation Language:

That the sum of $1,047,904.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance and transferred to the Midland International Air & Space Port Beautification Monument Project (900476-505)

Discussion:

Council has identified Airport Beautification as a priority initiative to enhance the appearance, identity, and first impression of Midland International Air & Space Port. This project is a key component of the broader Airport Entrance Way Improvement Program and will provide upgraded gateway signage and associated aesthetic enhancements along the primary entrance corridors to the airport.

The project includes the construction and installation of two monument signs at the intersection of Sloan Field Boulevard and FM 1788, as well as one monument sign at the intersection of Business Loop 20 and LaForce Boulevard. The monument signs are intended to create a cohesive and recognizable airport identity while improving wayfinding and enhancing the overall appearance of the airport entrances for visitors, passengers, and the traveling public.

In addition to the monument signage, the overall beautification effort includes landscaping and related improvements designed to complement recent and planned entrance roadway enhancements. The proposed contract with Cooper Construction will provide for the construction and installation phase of the project in accordance with the approved design plans and specifications.

RESOLUTION NO._____

RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND INTERNATIONAL AIR & SPACE PORT SIGNAGE INFRASTRUCTURE PROJECT TO THE SOLE BIDDER, COOPER CONSTRUCTION MANAGEMENT, INC., AT A TOTAL COST OF $744,920.00; APPROVING $172,984.00 FOR CONTINGENCIES; APPROVING $130,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved plans and specifications and authorized the advertisement for bids for the Midland International Air & Space Port Signage Infrastructure Project (the "Project"); and

WHEREAS, Bid No. 26002818 was opened on April 29, 2026, with the sole responsive bidder and lowest responsible bidder being Cooper Construction Management, Inc. ("Contractor"), having submitted a bid of $744,920.00 as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Contractor for the construction of the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract for the construction of the Project to Contractor and to appropriate necessary funds; and

WHEREAS, the City Council finds it to be in the public interest to approve $172,984.00 for contingencies and $130,000.00 for project-related expenses;

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

SECTION ONE. That the City Manager, or his designee, and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor in the amount of $744,920.00 for the construction of the Project. Said contract shall be on file in the office of the City Secretary and 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 increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $172,984.00.

SECTION THREE. That the amount of $172,984.00 is approved for contingencies, and the amount of $130,000.00 is approved for project-related expenses.

SECTION FOUR. That the sum of $1,047,904.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance and transferred to the Midland International Air & Space Port Beautification Monument Project (900476-505).

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 $917,904.00 from funds appropriated herein 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:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

26002818 Midland International Air & Space Port Beautification Project
Bid Opening: April 29, 2026

			Cooper Construction	
		Total Cost	$744,920.00	
#	Items	Quantity Required	Unit Price	Total Cost
#1-1	Mobilization	1	$135,000.00	$135,000.00
#1-2	Classified monument landscape fill (to nominal depth)	1	$15,300.00	$15,300.00
#1-3	Removal of existing concrete landscape ribbon	17	$41.00	$697.00
#1-4	Removal and reconstruction of existing Concrete landscape block wall per sheet C130 and Sheet C210	15	$1,213.00	$18,195.00
#1-5	Removal and replacement of existing landscape rock	65	$35.00	$2,275.00
#1-6	Removal of Existing landscape light (C130)	3	$1,233.00	$3,699.00
#1-7	Removal of existing monument base	2	$2,200.00	$4,400.00
#1-8	Construct tree protection	1	$9,700.00	$9,700.00
#1-9	Construct storm water prevention	1	$19,800.00	$19,800.00
#1-10	Coordination and relocation of Atmos gas main	77	$338.00	$26,026.00
#1-11	Construct concrete landscape retaining wall with Austin Rock facade	142	$634.00	$90,028.00
#1-12	Construct La Force Blvd MAF monument base	1	$32,400.00	$32,400.00
#1-13	Construct State Loop 40 MAF monument base	2	$24,450.00	$48,900.00
#1-14	Construct and install La Force Blvd MAF monument and all associated fittings	1	$138,000.00	$138,000.00
#1-15	Construct and install State Loop 40 MAF monument and associated fittings	2	$92,500.00	$185,000.00
#1-16	Construct pipe passing below footing per detail (C221)	11	$318.00	$3,498.00
#1-17	Prepare landscape beds for future landscaping	1	$8,500.00	$8,500.00
#1-18	Install concrete landscape ribbon	17	$206.00	$3,502.00

Bid Summary

771	**Bids were issued**
61	**Document takers**
0	**No Bids were received**
1	**Bids Listed above**
1	**Bids Nonresponsive**
770	**Bidders did not respond**

Exhibit A

26002818 Midland International Air & Space Port Beautification Project
Bid Opening: April 29, 2026

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THE CITY OF MIDLAND

CONTRACT

Contract No. 26002818

THIS CONTRACT, effective the 10th day of June 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Cooper Construction Management, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 744,920.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the Midland International Air and Space Port Beautification 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 $50,000 and more
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; 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 ONLYAS 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 Cooper Construction Management, 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 _____

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SPECIFICATIONS

Project Name: Midland International Air & Space Port Beautification Project

Project Number: 900476-505

MAYOR

Lori Blong

COUNCIL MEMBERS

District 1	Brian Stubbs	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	John Burkholder	At Large	Robin Pool

City of Midland Air & Space Port

Justine Ruff

Director

These specifications are released under the seal of Andrew L. Mellen Jr, P.E. # 106572& Maverick Engineering (Firm #F-15089) on this day 02/23/2026 for the purposes of interim / preliminary review. They shall not be used for construction purposes.

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.

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2.0 NOTICE TO BIDDERS

BIDS & PROPOSAL:

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00pm on the on the29 day of April, 2026, and publicly opened and read aloud at that time.

The Proposed Work provides for the furnishing of materials and labor for **The Midland International Air & Space Port Beautification Project** together with other miscellaneous and appurtenant work. Bids shall be submitted on the provided Proposal form in these specifications. Failure to submit a complete bid shall be considered grounds for rejecting the bid.

ATTENTION: A (NON-MANDATORY) PRE-BID MEETING will be held at Midland International Air & Space Port on Wednesday April 15 at 3:00pm in the third-floor conference room of Midland International Air & Space Port, 9506 La Force Blvd, Midland TX.

Bids will be received on a unit price basis.

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

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

Bid Envelopes shall be plainly marked "Proposal for City of Midland, Project: Midland International Air & Space Port Beautification Project.

Information for bidders, proposal forms, specifications and plans are available at Maverick Engineering, 1300 West Illinois Avenue, Midland, Texas. Plans will also be available electronically upon request for no fee. To request electronic documents, email your request to amellen@maverick-eng.com

Upon award, the selected Contractor shall receive three (3) complete sets of plans and specifications from Maverick Engineering. Additional sets may be purchased at the price listed above.

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid any time after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES:

BY SUBMITTING A BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER & MAVERICK ENGINEERING, REGARDING THE AWARD OF ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR

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

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

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

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, OFFICERS & MAVERICK ENGINEERING, 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).

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3.0 INSTRUCTIONS TO BIDDERS

LOCATION AND EXTENT OF WORK:

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

The location and details for the construction and related work are shown upon the associated plan set of drawings dated 3-16-26. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

TIME AND PLACE OF RECEIVING BIDS:

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Notice to Bidders.

PREPARATION OF BID FORM:

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

EXAMINATION OF SITE, DRAWINGS, PROJECT:

Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions relating to the construction and labor so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

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WASTE / SALVAGE MATERIALS:

If prices bid are contingent on the Contractor claiming or salvaging materials that are to be removed, those materials should be specifically identified as items that the Contractor wishes to retain. All excess materials generally become the property of the Contractor, but the Owner reserves the right to claim salvage materials that have not been specifically identified as the Contractor's property. Such items will be listed by addenda as items that the Owner will waive their claim to. See section 5.0 GENERAL CONDITIONS, subsection WASTE MATERIALS.

WITHDRAWAL OF BIDS:

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

AGREEMENT AND BONDS:

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

INTERPRETATION OF PLANS AND DOCUMENTS:

Any Contractor contemplating submitting a bid for the proposed Contract who is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, may submit to the Maverick Engineering an email request for an interpretation or correction thereof at the following address;

amellen@maverick-eng.com

The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder. **Questions shall no longer be accepted after 3 days prior to the bid date.**

MULTIPLE BIDS:

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

AWARD OF CONTRACT:

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local

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Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

OPENING OF BIDS:

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

COMPARISON OF BIDS:

All bids will be compared on the basis of the Proposal.

BID GUARANTY:

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

CONTRACT DOCUMENTS:

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file with Maverick Engineering.

TIME ELEMENT:

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

PAYMENTS:

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the Owner in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

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4.0 TECHNICAL SPECIFICATIONS

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

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

____ Excavation, Embankment and Preparation of Subgrade and Base

____ Concrete Curb and Gutter, Sidewalks, and Rip Rap

____ Concrete Structures

____ Flexible Base, Caliche

____ Site Clearing

____ Earth Moving

The City has not updated these specifications in some time. References to the Highway Department Standards shall refer to the latest Texas Department of Transportation Standards. The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas or electronically at http://www.midlandtexas.gov/DocumentCenter

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5.0 GENERAL CONDITIONS AND PROVISIONS

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFLICT OF PROVISIONS:

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

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

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

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

TIME ELEMENT:

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

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

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

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

PAYMENT TO CONTRACTOR:

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT, RETAINAGE:

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

CERTIFICATE OF PAYMENT:

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the Owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

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EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT:

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

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

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

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

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

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

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

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

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

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has

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actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

ASSIGNMENT OF CONTRACT:

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

SUBCONTRACTORS:

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

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

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

SUSPENSION OF WORK:

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

RIGHT OF OWNER TO TERMINATE CONTRACT:

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the

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possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

RIGHT OF CONTRACTOR TO TERMINATE CONTRACT:

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

INCIDENTAL WORK:

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

PERMITS – COMPLIANCE WITH LAW:

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

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

INSPECTION BY OWNER:

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

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

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obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

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

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

PATENTS:

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

MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

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

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

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NOTICE AND SERVICE THEREOF:

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

QUALITY OF MATERIALS AND WORKMANSHIP:

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

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

SPECIAL METHODS:

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

REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES:

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

COVERING WORK:

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

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UNFAVORABLE WEATHER:

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

ALL WORK SUBJECT TO FINAL INSPECTION:

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

PUBLIC CONVENIENCE:

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

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

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

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

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

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

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

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

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

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

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

TRAFFIC CONTROL:

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

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work. **Work encroaching into traffic may not begin without a traffic control plan approved by the City.** The Contractor shall prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

PROTECTION OF NEW WORK:

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

MONUMENTS OR STAKES:

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

USE OF COMPLETED PORTIONS:

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

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

USE OF PREMISES:

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

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

SAFETY RESTRICTIONS:

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS AND WORKERS COMPENSATION:

INSURANCE REQUIREMENTS:

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

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

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

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INDEMNIFICATION:

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

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

RELEASE:

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

INDEPENDENT CONTRACTOR:

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise

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

QUALIFICATIONS FOR EMPLOYMENT:

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

PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS:

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

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

POSTING WAGE RATES:

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

PAYMENT OF EMPLOYEES:

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

WAGE UNDERPAYMENT AND ADJUSTMENTS:

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

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to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

COMPUTATION OF WAGES ON 8 – HOUR DAY:

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

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

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

OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS:

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

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

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

CONTRACT SECURITY:

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

DELAYS:

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation, then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the “Notice to Proceed.” Contractor agrees that said work shall be prosecuted regularly, diligently, and

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

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

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

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

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

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

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

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

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK

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WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

ERRORS AND OMISSIONS:

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

SPECIFICATIONS AND DRAWINGS:

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

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

CONSTRUCTION STAKING:

The Engineer will furnish a complete set of plans and profiles and set control benchmarks as deemed necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work. At a minimum, control staking shall be provided at 50 ft. intervals. **It is highly suggested that the same surveyor that was used in design should be retained for construction staking whenever possible.** All construction staking shall include grading and cuts. Cut sheets shall be provided to the Engineer/Owner for review and approval.

The Contractor shall give the Engineer at least 72 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

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

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The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes. .

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

It remains the Contractor's responsibility to verify both vertical and horizontal existing conditions prior to the start of any construction. A deviation from existing conditions must be brought to the immediate attention of the Engineer. Construction work shall cease until such time as the Engineer can revise or modify the plans accordingly. Maverick Engineering and the Owner will not be responsible removal, replacement, or other modifications that may be required as a result of existing conditions not properly verified and confirmed.

SANITATION:

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

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

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

WATER FOR CONSTRUCTION:

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

SEQUENCE AND SPEED OF WORK:

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

INSPECTION AND TESTING OF MATERIAL:

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Owner/Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be

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designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

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

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

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

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

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

CONSTRUCTION SCHEDULE:

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

PROFILES AND ELEVATIONS:

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

CLEANUP:

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

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

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

GUARANTEE:

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

WAIVER OF ATTORNEY FEES:

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

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

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

GOVERNING LAW AND VENUE:

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

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County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

SOVEREIGN IMMUNITY:

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

NO THIRD – PARTY BENEFICIARY:

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

NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:

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

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

ASSIGNMENT:

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

FEDERAL WAGE REQUIREMENTS:

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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.

PROMPT PAY ACT:

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

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6.0 SPECIAL PROVISIONS

SCOPE OF WORK:

The scope of this project contains but is not necessarily limited to the following; Mobilization, Erosion Controls Demolition, Site Preparation, Foundation Preps, Possible Gas Relocate with Atmos, Electrical trenching and Coordination with Oncor, Steel Sign Fabrications, Concrete and Rebar Foundation work, Sign Installations, Electrical Conduits, Electrical Wiring and components, Masonry Work, Landscape Back Fill, Landscape Conduits, Site Clean up.

which is to be performed as outlined in the Plans and Specifications, including all labor, material, incidentals and appurtenances necessary to complete the work to the satisfaction of the Owner/Engineer.

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

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

PLAN DISCREPANCY:

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; and a general overall site inspection as described in section 3.0 INSTRUCTIONS TO BIDDERS, subsection EXAMINATION OF SITE, DRAWINGS, PROJECT. At any time that a plan discrepancy is discovered during any portion of bidding or construction, it shall be brought to the immediate attention of the Engineer. If necessary in the Engineer's opinion, work shall cease until such discrepancy is resolved to the Engineer's satisfaction.

SAFETY REQUIREMENTS:

It shall be the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense. No person shall work within six feet of a high voltage line without protection having been taken as outlined above.

PROPERTY AND RIGHT-OF-WAY ACCESS:

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

CONSTRUCTION SCHEDULE:

It shall be the responsibility of the Contractor to furnish the Engineer, a minimum of 48 hours prior to construction, a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up. The Contractor shall remain responsible for keeping the schedule up to date throughout the course of construction.

CONSTRUCTION MATERIALS:

The Contractor shall only provide new materials for permanent installation in any and all parts of this project, and all such materials shall comply with section 4.0 TECHNICAL SPECIFICATIONS & 5.0 GENERAL CONDITIONS.

EROSION CONTROL:

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

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

These measures shall be ancillary to the project and not paid as a separate item, unless otherwise noted in the proposal and/or pay notes.

WASTE MATERIALS:

Excess material from excavation and other construction will become the property of the Contractor. The Owner reserves the right to claim base material, asphalt millings, or other valuable construction materials which are shown for removal. In the event that the Owner exercises this right, no extra compensation shall be made to the Contractor, nor will it constitute grounds for an additional claim to be made by the Contractor. If prices bid are contingent on the Contractor salvaging certain materials, it should be specifically identified during the bid process as noted in section 3.0 INSTRUCTIONS TO BIDDERS. Materials claimed by the Owner shall be stockpiled on the jobsite as directed by the Owner/Engineer. Excess excavation will be disposed of at locations approved by the Owner/Engineer and in compliance with all state and federal laws. No material

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shall be placed on private property or City property without the approval of the Owner/Engineer. Construction and final project site cleanup shall be performed as per section 5.0 GENERAL CONDITIONS.

Where a depth of removal is shown on the plans, it shall be considered an average depth. Where concrete, pavement, or other materials are shown to be removed, all of that material shall be removed unless specifically shown otherwise. If the material should have a greater depth than that shown on the plans, the Contractor shall remove the remaining material at no additional cost to the Owner/Engineer. No additional compensation shall be made for removing the remaining material, regardless of depth. This shall in no way constitute grounds for the Contractor to make a claim against the Owner/Engineer.

COMPLIANCE:

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

PERSONNEL:

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

EARTHWORK QUANTITIES:

The Engineer/Owner makes no representation or guarantee regarding earthwork quantities or that the earthwork for this project will balance. This is due to varying field conditions, changing soil types, allowable construction tolerances, and construction methods that are beyond the control of the Owner/Engineer.

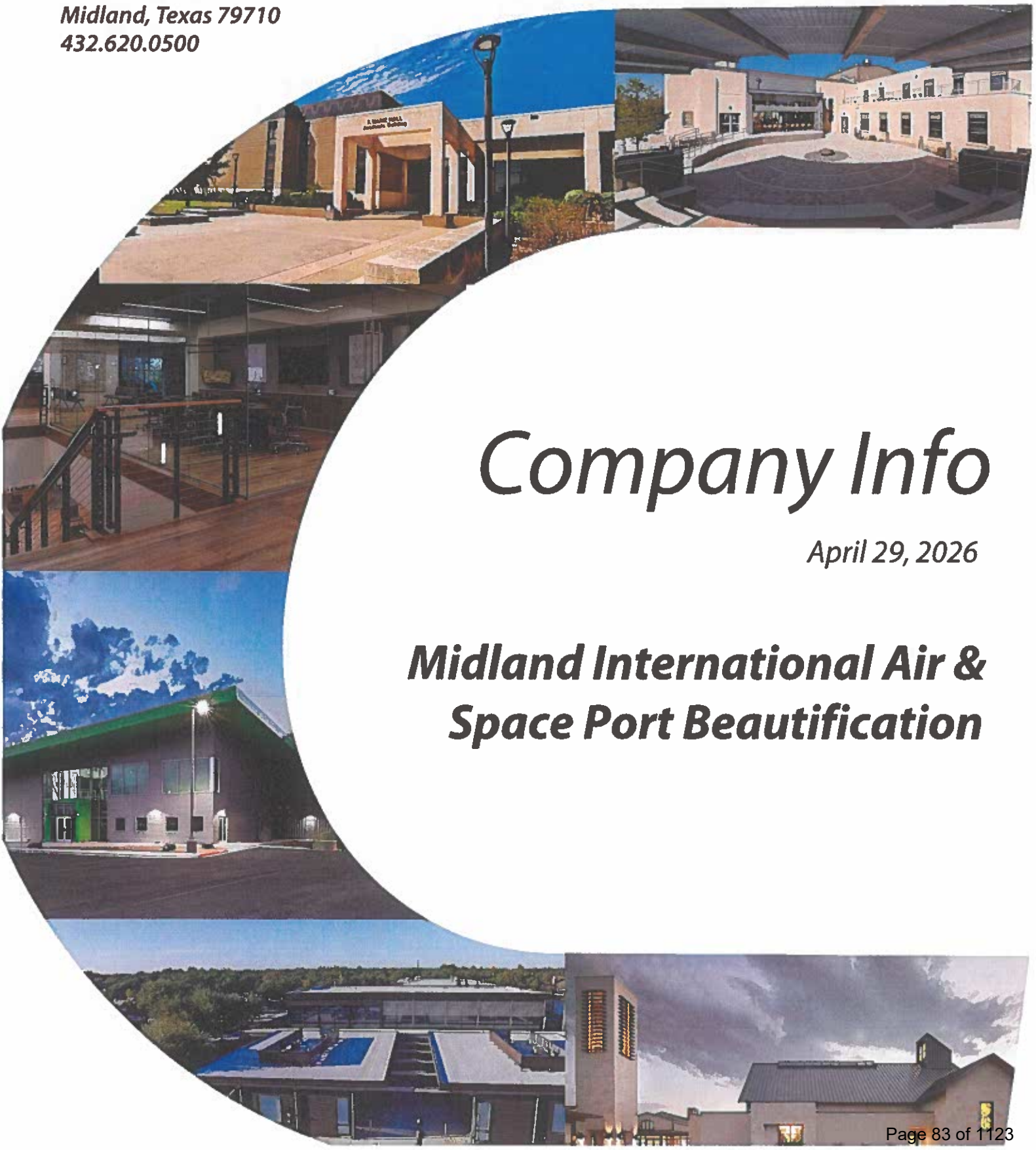
UTILITIES:

A thorough attempt has been made to show the locations of all underground obstructions and utility lines in the project area. However, the contractor shall be responsible for any damage to obstructions and utility lines encountered during construction and shall determine the exact location of utilities on the project site and within the immediate vicinity. Any damage to utilities, obstructions, or adjacent property by the Contractor shall be repaired at the sole expense of the Contractor.

COOPER
CONSTRUCTION

BUILDING
WEST TEXAS
SINCE 1954

P.O. Box 52065
Midland, Texas 79710
432.620.0500



Company Info

April 29, 2026

Midland International Air & Space Port Beautification

WHY HIRE COOPER CONSTRUCTION?

Commitment to Owner

Our company is large enough to get projects like this one done, but small enough that we can prioritize the needs of our project Owner's. Our commitment to Owners goes beyond completing jobs at a high quality. We prioritize the interests of the clients we work for over everything else. Caring for our clients and their missions is what I believe our firm is the absolute best at.

Local

We don't just have an office in Midland; this is our home. Cooper Construction started in 1954 and continues to serve the construction needs of the Permian Basin. We use Midland employees, Midland subs, Midland suppliers, Midland banks, and other Midland-based services to ensure your investment stays in Midland as long as possible. Our company isn't just in Midland for the work we are a Midland institution. Our ability to be present for punch-list completion, warranty items, and beyond is an asset in using our company.

Project Organization

Company President: ***Alex Swendig***

Cooper Construction is led by Alex Swendig who will oversee all stages of this project from start to finish. This project will have constant attention from Alex from pre-construction planning, to frequent site visits, to punch list completion. The president of our company will attend meetings and have a hands-on approach through the project making sure the Owner is always well represented.

Project Manager: ***Rob Rose***

The Project Manager oversees the full procurement process, including the execution of subcontracts, purchase orders, and all related project documentation. This role is responsible for reviewing and coordinating submittals to ensure strict conformance with plans and specifications, managing change orders, and facilitating the RFI process from initiation through resolution. The Project Manager also develops and maintains construction schedules for the duration of the project. While primarily office-based, this position requires regular on-site presence to support seamless project execution.

Project Superintendent: ***David Copeland***

The Project Superintendent serves as the on-site leader responsible for the day-to-day management of all field operations. This role maintains full-time presence on-site throughout the duration of the project, coordinating directly with subcontractors to ensure work is completed on schedule and in strict accordance with plans, specifications, and quality standards. An experienced Superintendent is fundamental to maintaining project momentum, upholding workmanship standards, and ensuring the overall success of the project.

ALEX SWENDIG – COOPER CONSTRUCTION

P.O. Box 52065 Midland, TX 79710. • 4000 N. Big Spring St. Ste. 109 Midland, TX 79705
Office (432) 620-0500 • Cell (432) 210-7498 • alexs@cooper-construction.com

EDUCATION

Texas A&M University - College Station, TX — Bachelor of Science - Civil Engineering
Midland High School - Midland, TX

COOPER CONSTRUCTION

Cooper Construction – Midland, TX – **President** — September 2024 – Present
Cooper Construction – Midland, TX – **Project Manager** — November 2021 – Present
Cooper Construction – Midland, TX – **Chief Estimator** — November 2020 – Present
Cooper Construction – Midland, TX – **Estimator** — January 2020 – November 2020

PARKHILL, SMITH, & COOPER

Parkhill, Smith, & Cooper – Midland, TX – **Civil Engineer** — August 2018 – December 2019

SUMMARY

- Estimated over $500 million in commercial construction projects as CSP's and CMAR's
- Analyzing bids from subs as well as provide our own estimates for all construction items to create most accurate quotes possible
- Providing budgets, value engineering reports, and cost analysis for owners and architects
- Completing projects from $50 thousand up to $25 million in total cost
- Project manager over renovations and new builds for churches, medical facilities, banks, schools etc.
- Writing contracts and purchase orders, analyzing shop drawings, creating submittals, and more
- Working closely with architects, owners, and subs to complete jobs on time, under budget, and at a high quality.

PROJECTS COMPLETED

- Safe Place of the Permian Basin - $17,700,000
- Midland Memorial Hospital Hail Damage Repairs - $19,800,000
- Redeemer Church of Midland - $19,100,000
- Christ Church Anglican Additions and Renovations - $11,200,000
- OGX Resources Phase II Interior Build Out - $6,800,000

REFERENCES

First Baptist Church of Midland
Moe Bomer – Business Administrator
2104 W. Louisiana Ave., Midland, TX 79701
(432) 683-0600 | mbomer@fbc-midland.org

Rhotenberry Wellen Architects
TJ McClure, AIA – Principal
1102 W. Texas Ave. Midland, TX 79701
(432) 682-1252 | tjm@rwarchitects.com

Medical Center Hospital
Carlos Aguilar – Plant Supervisor
500 W. 4th St., Odessa, TX 79761
(432) 640-4000 | CAguilar@echd.org

JSA Architects
Jay Bradford, AIA – Vice President
2003 W. Wall Street, Ste. B, Midland, TX 79701
(432) 362-6565 | jayb@jsarch.com

Pate Architects
Walter F. Pate, AIA – Owner
4500 W. Illinois Ave., Suite 302, Midland, TX 79703
(432) 697-0037 | WFP.AIA@PateArchitects.com

Midland Memorial Hospital
Abraham Bejil – Vice President of Facility Services
400 Roslind Redfern Grover Pkwy., Midland, TX 79701
(432) 221-1111 | abraham.bejil@midlandhealth.org

PROJECT MANAGER

Name: Rob Rose

Education: A.S. Applied Science – Midland College

CV:

Project Manager, Cooper Construction, 2026 – Present
Project Manager, MidTex of Midland, 2010-25
Project Manager, Rose Drywall, 1994-2010

Projects:

Parsley Energy Field Office - $40,000,000
High Sky Children's Ranch - $13,000,000
City of Midland Fire Station #6 - $9,500,000
The Bridge Church of Odessa - $5,000,000
San Angelo Regional Training Center - $4,400,000

References:

Pate Architects
Walter Pate, AIA
4500 W. Illinois Ave. Suite 302
Midland, TX 79703
(432) 697-0037
WFP.AIA@PateArchitects.com

Parkhill
Cliff Mitchell, AIA
1700 W. Wall St. Suite 100
Midland, TX 79701
(432) 697-1447
CMitchell@Parkhill.com

KFW Architects
Kye Franke, AIA
37B West Concho Ave.
San Angelo, TX 76903
(325) 653-2900

PROJECT SUPERINTENDENT

Name: David Copeland

Education: High School

CV:

Superintendent, Cooper Construction, 2020 – Present
Estimator, Campbell Construction, 2013-20
Superintendent, Campbell Construction, 2008-13
Assistant PM, Southwind Construction, Edmond, OK, 2007-08
Superintendent, Southwind Construction, Edmond, OK, 2002-07

Projects:

Pioneer – New Pumping Services - $32,000,000
Midland Memorial Hospital Hail Damage - $19,800,000
Pioneer – Midkiff Field Office - $16,000,000
OGX Resources Renovation - $6,800,000
Ritz Theater Renovation (PBS Building) - $4,000,000
Pioneer – 2nd Floor Remodel - $3,000,000
Milam Elementary Add. & Reno - $2,600,000

References:

Pate Architects
Walter Pate, AIA
4500 W. Illinois Ave. Suite 302
Midland, TX 79703
(432) 697-0037
WFP.AIA@PateArchitects.com

Midland Memorial Hospital
John Mason – Project Manager
400 Roslind Redfern Grover Pkwy.
Midland, TX 79701
(432) 221-1111
john.mason@midlandhealth.org

First Baptist Church of Midland
Moe Bomer - Business Administrator
2104 W. Louisiana Ave.
Midland, TX 79701
(432) 683-0600
mbomer@fbc-midland.org

PROJECTS COMPLETED BY COOPER CONSTRUCTION

Owner/Project:	Safe Place of the Permian Basin	
Description:	New multi-building facility for a non-profit that provides shelter and support for domestic violence victims. This project had multi-purpose buildings, a cafeteria area, office spaces, exterior amenities, and housing units.	
Architect:	RWA – TJ McClure, AIA	(432) 631-5090
Owner Rep:	Carole Wayland, Executive Director	(432) 570-1465







Owner/Project: The Springboard Center (Multiple Projects)

Description: Cooper Construction has completed various projects for the Springboard Center beginning with the original building in 2007. In 2012 we built the Phase II project of their campus which included the Detox Wing. In 2021 we completed another addition, expanding their overnight capacity. In 2022 we completed a renovation to their Detox Wing and we are currently finishing a small project, adding an enclosed porch.

Architect: Pate Architects – Walter Pate, AIA (432) 697-0037

Owner Rep: David Chancellor, Executive Director (432) 620-0255







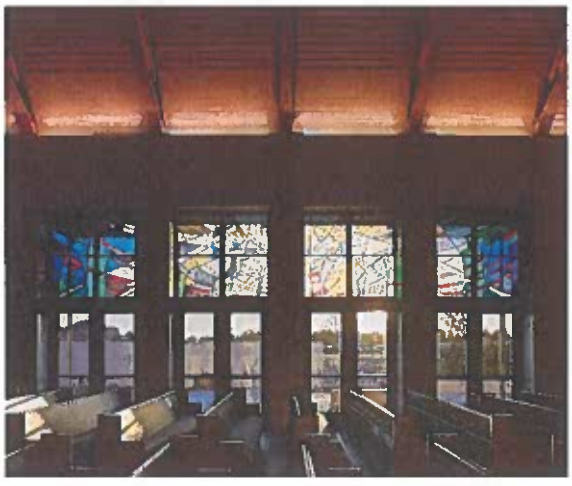
Owner/Project: Christ Church Anglican

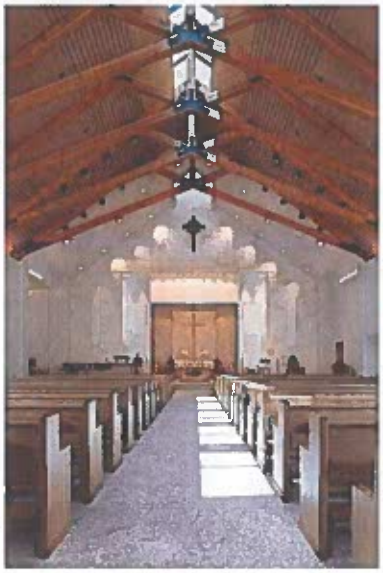
Description: In 2006 we built the original church at their current location. In 2024 we completed their addition and renovation project which added a new chapel, children's areas, and office space along with renovating their existing space. This addition has allowed their church membership to grow along with adding to the programs and services they're able to provide.

Architect: RWA – Andy Chandler, AIA (432) 682-1252

Owner Rep: Rip Gibbs, Executive Pastor (432) 683-9292







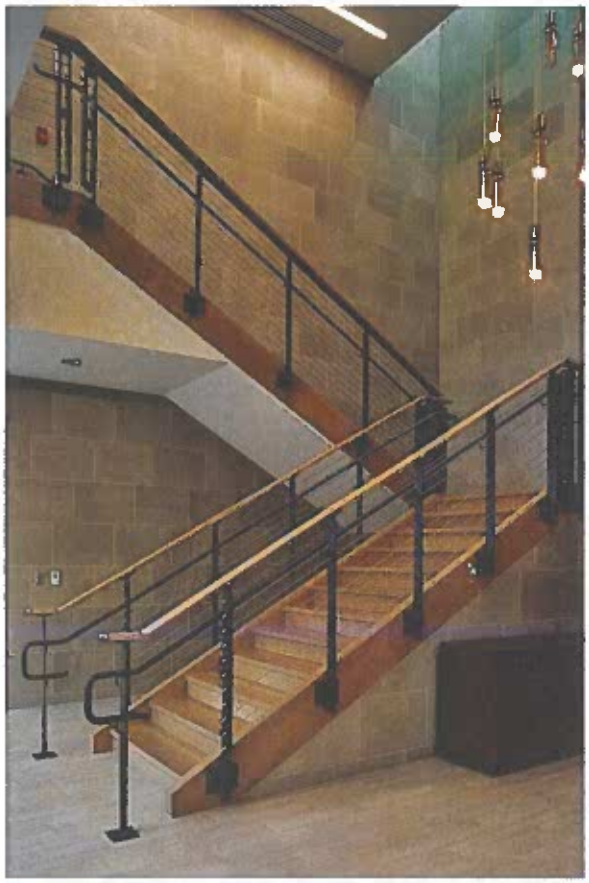


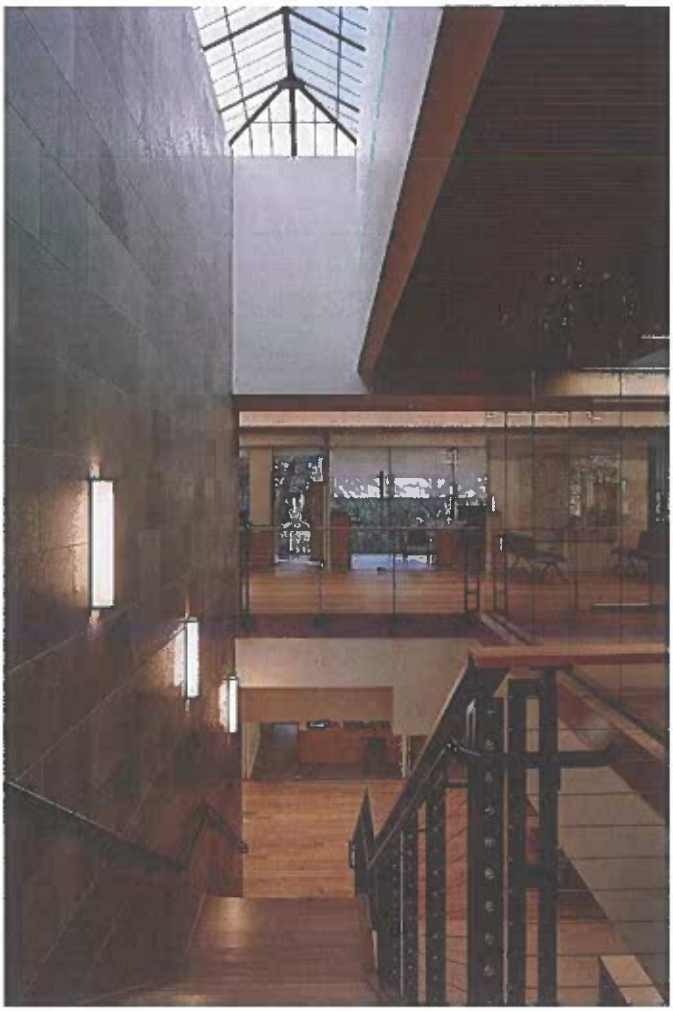
Owner/Project: OGX Resources

Description: Demo and reconstruction of two-story office building in downtown Midland. This office included high levels of design and product selection that makes it stand out among other offices. This project involved a great deal of wood trim and finish carpentry that we were able to self-perform.

Architect: Vandergriff – Mark Pelletier, AIA (432) 687-0781

Owner Rep: Danna Cantrel (432) 848-5132







Owner/Project:	Midland Memorial Hospital – West Campus Hail Damage Repairs	
Description:	A complex project that required extreme care and precision. All roofing and siding had to be removed, inspected for mold, and replaced with new materials—all within a single day. Work continued around the clock, operating 24 hours a day. This project took place Midland Memorial's West Campus and also at their Legends location off Deauville.	
Architect:	JSA – Jay Bradford, AIA	(432) 362-6565
Owner Rep:	Abraham Bejil, VP Facilities	(432) 221-1111

Owner/Project:	MCH Cardiovascular Clinic Renovations	
Description:	Full renovation of a third-floor clinic completed on time and under budget. This project was completed with minimum disruption to the rest of the hospital and the operating rooms on the floor below.	
Architect:	JSA – Jay Bradford, AIA	(432) 362-6565
Owner Rep:	Matt Collins, COO	(432) 640-2414

Owner/Project:	Site Renovations for Wright Family Properties	
Description:	This project was a reconstruction of the exterior, parking, and landscaping areas of an office building. Project consisted of pre-engineered metal building and steel fabrications along with extensive sitework and masonry items.	
Architect:	Pate – Walter Pate, AIA	(432) 362-6565
Owner Rep:	Paul Wright, Owner	(432) 528-2361

ADDITIONAL PROJECTS COMPLETED BY COOPER CONSTRUCTION

PROJECT	OWNER
Redeemer Church	Redeemer Church of Midland
Ector County Law Enforcement Center	Ector County
Compass Academy Fine Arts & Gym	Compass Academy
Compass Academy Phase I	Compass Academy
Trinity School Upper School & Commons	Trinity School of Midland
Vascular Center of the Permian Basin	Vascular Center of the Permian Basin
First Baptist Church – South Additions	First Baptist Church of Midland
First Baptist Church – North Additions	First Baptist Church of Midland
Salvation Army of Midland	The Salvation Army
UTPB Science & Technology Building	University of Texas Permian Basin
UTPB Library & Lecture Center	University of Texas Permian Basin
West Texas Food Bank – Midland	West Texas Food Bank
West Texas Food Bank – Odessa	West Texas Food Bank
The Life Center – Odessa	The Life Center
Midland College Academic Building	Midland College
Midland College Fox Science Building	Midland College
Reeves County Hospital	Reeves County
Mitchell County Hospital	Mitchell County
Manor Park Community Building	Manor Park
MCH Center for Health& Wellness	Medical Center Hospital
10 Story AT&T Regional Headquarters	AT&T
GCRCC Education Addition/Renovation	Golf Course Road Church of Christ
First Presbyterian Church Reno/Addn	First Presbyterian Church of Midland
Midland Memorial Hospital (1957)	Midland Memorial Hospital
Permian High School (1958)	Ector County ISD
First Presbyterian Church (1959)	First Presbyterian Church of Midland
Midland County Courthouse (1971)	Midland County
Ector County Courthouse (1974)	Ector County

REPEAT CLIENTS THROUGH THE YEARS

Owner	# of Projects	Period of Work
The Springboard Center	8	2007-2026
First Baptist Church of Midland	9	1996-2025
Trinity School of Midland	8	1994-2023
Ector County ISD	58	1956-2022
UTPB	44	1971-2023
Midland Memorial Hospital	17	1957-2026
Ector County	11	1974-2021
Midland College	5	2000-2021
Odessa College	17	1965-2014
Midland ISD	14	1965-2025
OGX Resources	3	2021-2026
West Texas Food Bank	2	2014-2017
First Presbyterian Church of Midland	5	1959-2017
Manor Park	5	1968-2021
SouthWest Bank	9	2013-2024
Compass Academy	3	2016-2022
St. Nicholas Episcopal Church	5	1999-2024
Christ Church Anglican	5	2006-2025
Casa de Amigos	3	2021-2026
Midland Country Club	3	2024-2026
Vascular Center of the Permian Basin	4	2019-2026

jsa
architects

JSA Architects, Inc.
2003 W. Wall St., Ste. B
Midland, Texas 79701
432.362.6565
www.jsarch.com

July 29, 2025

To Whom It May Concern,

I'm pleased to recommend Cooper Construction Management of Midland, Texas, and its owner, Alex Swendig. I have worked with Alex and his team on multiple occasions and have consistently found them to be reliable, organized, and attentive to the needs of the project.

Cooper Construction operates with a practical, hands-on approach that helps keep projects moving efficiently and on schedule. Communication is straightforward and professional and Alex is actively involved in ensuring that work meets expectations.

While no construction project is without its challenges, Cooper Construction has always addressed issues promptly and worked in good faith to resolve them. Their team shows a clear understanding of both the technical and logistical demands of the job site.

I would not hesitate to work with Cooper Construction Management again and feel confident in recommending them for general contracting needs.

Sincerely,

Jay Bradford, AIA
Senior Principal

P&A
PATE ARCHITECTS

4500 W. Illinois, Suite 302
Midland, Texas 79703

432-697-0037

August 11, 2025

To Whom It May Concern:

Re: Cooper Construction

Having been an architect in west Texas for over 30 years, I have worked with several highly capable and trust worthy general contracting firms. Cooper Construction is among the best. I am happy to recommend them to you for consideration as General Contractors for your future construction work.

It's been a pleasure working with Alex Swendig and his staff. They have constructed several projects for us notably the following:

- The Springboard Center - Detox Wing Interior Renovations
- The Springboard Center – Detox Addition
- Site Renovations for the Wright Family Properties

I have found Cooper Construction to be very capable, well organized and dependable. They have produced each of these projects to satisfy us and the Owner.

I recommend Cooper Construction to you and I look forward to the opportunity to work with them again in the future. Should you have questions or need additional information, please feel free to contact me.

Sincerely,

Walter F. Pate

Walter F. Pate, AIA
President

FIRST BAPTIST
MIDLAND

To Whom It May Concern:

I am writing this letter to recommend Cooper Construction for your next project. I have been the business administrator here at First Baptist Church for almost five years and we have partnered with them on 3 completed projects and we are looking at 2 more in the coming months.

Cooper Construction has done a great job on each of these projects. All projects have come in on time and under budget. They show up on the site and are easy to work with when conflicts arise. They are good at communicating and prompt on addressing concerns.

I would highly recommend them for your next project. You will be pleased with their work.

Moe Bomer

Moe Bomer
Business Administrator
mbomer@fbc-midland.org
512-940-9878

Wright Family Properties LLC

March 3, 2026

To whom it may concern:

Alex Swendig and his company Cooper Construction worked on our parking lot and flower beds for our office building at 401 W. Wadley Ave.

When we acquired the building the parking lot and landscaping needed a lot of attention. Alex was able to build us a covered parking lot with a privacy wall and gates that not only looks amazing but gives all our tenants added security. He was able to match up our flower beds so that they blend in with the building and are structurally sound.

I would recommend Alex and Cooper Construction to anyone that needs construction work done. Alex is honest and reliable and can get the job done.

Sincerely,

Paul R. Wright
Wright Family Properties LLC

P: 432-687-1565 P.O. BOX 2334 MIDLAND, TEXAS 79702 400 W. WADLEY AVE. MIDLAND, TEXAS 79705

7.0 PROPOSAL

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

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

Project Name: Midland International Air & Space Port Beautification Signage Concepts and Design

Project Number: - 900476-505

Base Bid Paving Improvements				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization for the sum of: One hundred thirty eight thousand dollars and 00 cents per lump sum. (Pay Note #P1)	$135,000	$135,000.00
2)	1 LS	Classified monument landscape fill (to nominal depth) for the sum of: fifteen thousand three hundred dollars and 00 cents per Lump sum. (Pay Note #P2)	$15,300	$15,300.00
3)	17 LF	Removal of Existing Concrete landscape ribbon for the sum of: seven hundred dollars and cents per linear foot. (Pay Note #P3)	$ 41 ~~700~~	$ 700.00
4)	15 LF	Removal and reconstruction of existing Concrete landscape block wall per sheet C130 & sheet C210 for the sum of: eighteen thousand two hundred dollars and 00 cents per linear foot. (Pay Note #P4)	$ 1,213 ~~18,200~~	$ 18,200.00
5)	65 SF	Removal and replacement of existing landscape rock for the sum of: ~~four~~ two thousand three hundred dollars and cents per square foot. (Pay Note #P5)	$ 35	$ 2,300.00

Base Bid Paving Improvements				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	3 EA	Removal of Existing Landscape light (C130) for the sum of: One thousand two hundred thirty three dollars and ____ cents per each. (Pay Note #P6)	$1,233	$3,700.00
7)	2 EA	Removal of existing monument base for the sum of: two thousand two hundred dollars and ____ cents per EA. (Pay Note #P7)	$2,200	$4,400.00
8)	1 LS	Construct tree protection for the sum of: nine thousand seven hundred dollars and ____ cents per lump sum. (Pay Note #P8)	$9,700	$9,700.00
9)	1 LS	Construct storm water prevention measures for the sum of: Nineteen thousand, Six hundred dollars and ____ cents per lump sum. (Pay Note #P9)	$19,900	$19,900.00
10)	77 LF	Coordination and relocation of Atmos gas main for the sum of: Twenty six thousand dollars and ____ cents per linear foot. (Pay Note #P10)	$338	$26,000.00
11)	142 LF	Construct concrete landscape retaining wall with Austin Rock façade for the sum of: Ninety thousand dollars and ____ cents per linear foot. (Pay Note #P11)	$634	$90,000.00
12)	1 EA	Construct La Force Blvd. Midland International Air & Space port monument base for the sum of: thirty two thousand four hundred dollars and ____ cents per each. (Pay Note #P12)	$32,400	$32,400.00
13)	2 EA	Construct State Loop 40 Midland International Air & Space port monument base for the sum of: twenty four thousand four hundred fifty dollars and ____ cents per each. (Pay Note #P12)	$24,450.	$48,900.00

Base Bid Paving Improvements				
Item No.	Quantity	Description	Unit Price	Total Amount
14)	1 EA	Construct and install La Force Blvd. MIDLAND INTERNATIONAL AIR & SPACE PORT monument and all associated fittings: _____ dollars and _____ cents per each. (Pay Note #P13)	$130,000	$130,000.00
15)	2 EA	Construct and install State Loop 40 MIDLAND INTERNATIONAL AIR & SPACE PORT monument and all associated fittings: _____ dollars and _____ cents per each. (Pay Note #P13)	$92,500	$185,000.00
16)	11 EA	Construct Pipe passing below footing per detail 5 sheet C221: _____ dollars and _____ cents per each. (Pay Note #P14)	$318	$3,500.00
17)	1 LS	Prepare landscape beds for future landscaping: _____ dollars and _____ cents per Lump Sum. (Pay Note #P15)	$8,500	$8,500.00
18)	17 LF	Install concrete landscape ribbon: _____ dollars and _____ cents per linear foot. (Pay Note #P16)	$206	$3,500.00
Total Base Bid Paving Improvements, Items 1-18		$744,900.00		

Price For:	
1. Base Bid	$ 744,900
Total Price	$ 744,900

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of Seven hundred forty four Thousand nine hundred dollars and 00 cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 180 calendar days after receipt of notice to proceed.

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for Bid Bond for 5% of Proposal Amount is Enclosed dollars and _____ cents total. ($_____) which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Cooper Construction Management, Inc.

Name of Contractor

Alex Swendig, President

Submitted By | Print Name and Title

P.O. Box 52065

Mailing Address

Midland | Texas | 79710

City | State | Zip

Project Name: Midland International Air & Space Port Beautification Signage Concepts and Design

Project Number: - 900476-505

PAVING PAY NOTES

P1. Shall include all labor, materials, equipment, and incidentals necessary for mobilization to the project site. Measurement and payment shall be made on a **lump sum basis**.

P2. Shall include all labor, materials, equipment, and incidentals necessary to install **classified landscape topsoil** and dispose of existing excess soil and subgrade material as indicated in the construction drawings. Topsoil shall be placed in **maximum 3-inch lifts**. Measurement and payment shall be made on a **lump sum basis**.

P3. Shall include all labor, materials, equipment, and incidentals necessary to remove existing concrete landscape ribbon as indicated in the construction drawings. Measurement and payment shall be made **per linear foot along the face of the concrete landscape ribbon**.

P4. Shall include all labor, materials, equipment, and incidentals necessary to removal and rebuilding of a portion of the existing concrete landscape block wall as indicated in the construction drawings. Measurement and payment shall be made **per linear foot along the face of the wall**.

P5. Shall include all labor, materials, equipment, and incidentals necessary for the **removal and replacement of existing landscape rock** as indicated in the construction drawings. Measurement and payment shall be made **per square foot**.

P6. Shall include all labor, materials, equipment, and incidentals necessary for the **removal of existing landscape lights** as indicated in the construction drawings. Measurement and payment shall be made **per each**.

P7. Shall include all labor, materials, equipment, and incidentals necessary for the **removal of the existing concrete monument base** as indicated in the construction drawings. Measurement and payment shall be made **per each**.

P8. Shall include all labor, materials, equipment, and incidentals necessary for the **installation of tree protection measures** as indicated in the construction drawings. Measurement and payment shall be made on a **lump sum basis**.

P9. Shall include all labor, materials, equipment, and incidentals necessary for the **installation and maintenance of stormwater pollution prevention items** as indicated in the construction drawings. Measurement and payment shall be made on a **lump sum basis**.

P10. Shall include coordination and relocation of the **Atmos gas main**, including all labor, materials, equipment, and incidentals required for relocation as indicated in the construction drawings. Measurement and payment shall be made **per linear foot**.

P11. Shall include all labor, materials, equipment, and incidentals necessary for the **installation of the concrete landscape retaining wall with Austin Rock facade** as shown in the construction drawings. Measurement and payment shall be made **per linear foot**.

P12. Shall include all labor, materials, equipment, and incidentals necessary for the **placement and finishing of the concrete MIDLAND INTERNATIONAL AIR & SPACE PORT monument base**, including barrier, engineered backfill, and compaction, as shown in the construction drawings. Measurement and payment shall be made **per each**.

P13. Shall include all labor, materials, equipment, and incidentals necessary for the **installation of the MIDLAND INTERNATIONAL AIR & SPACE PORT monument on the concrete base**, including structural, electrical, and lighting components, as shown in the construction drawings. Measurement and payment shall be made **per each**.

P14. Shall include all labor, materials, equipment, and incidentals necessary for the **installation of the concrete monument footing pipe pass-through** as shown in the construction drawings. Measurement and payment shall be made **per each**.

P15. Shall include all labor, materials, equipment, and incidentals necessary for **cleanup, removal of waste materials, and fine grading in and around the monument beds**. Measurement and payment shall be made on a **lump sum basis**.

P16. Shall include all labor, materials, equipment, and incidentals necessary for the **placement and finishing of the concrete landscape ribbon curb** as shown in the construction drawings. Measurement and payment shall be made **per linear foot along the face of the curb**

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.

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Cooper Construction Management, Inc.
4000 N. Big Spring St., Suite 109
Midland, TX 79705

SURETY (Name, legal status and principal place of business):

Developers Surety and Indemnity Company
P.O. BOX 19725
Irvine, CA 92623-9725

OWNER (Name, legal status and address):
City of Midland
300 N. Loraine St.
Midland, TX 79701

Bond Amount: **Five Percent of the Greatest Amount Bid (5% GAB)**

PROJECT: (Name, location or address, and Project number, if any):

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond ninety (90) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **29th** day of **April, 2026**

(Witness) (Seal)

(Witness) (Seal)

Cooper Construction Management, Inc.
(Principal) (Seal)

(Name & Title): Alex Swendig, President

Developers Surety and Indemnity Company
(Surety)

(Name & Title): Debra Lee Moon, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Debra Lee Moon, Faith Ann Hilty, Sandra Lee Roney, Colin E. Conley, Ana Owens, Troy Russell Key, Andrea R Crawford and Alyssa J. Lopez, of Addison, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective May 1, 2025 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

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 Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

AmTrust Surety
An AmTrust Financial Company

Developers Surety and Indemnity Company
CorePointe Insurance Company

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

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

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.
P.O. Box 5939
Cleveland, OH 44101
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.
800 Superior Ave
Cleveland, OH 44114

Email: suretybondclaims@amtrustgroup.com

Note: The maximum size for any single email message including attachments is 20MB. Please send any correspondence in excess of this size to the P.O. Box noted above.

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.1475
www.maverick-eng.com

9.1 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.

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.1475
www.maverick-eng.com

MAVERICK ENGINEERING

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

Project # 900476-505

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.1475
www.maverick-eng.com

9.2 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

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.1475
www.maverick-eng.com

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

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.1475
www.maverick-eng.com

9.3 CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.1475
www.maverick-eng.com

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

1300 W. Illinois Avenue, Midland, Texas 79701
Office 432.262.0999 • Fax 432.262.0989
www.maverick-eng.com

EXHIBIT D – BUILDING WAGE RATES rev 03/14/25

General Decision Number: TX20210261 03/14/2025

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: 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 enter 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 the 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/govcontract.

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 Cassion 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: Comon 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: Note Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to 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 preventative 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 preventative 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 which 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””, “”UAV””, ?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 this 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 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 CFR 1.3(g)-(h). Example: SAME2023-007 1/03/2024. 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, 1/03/2024 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

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

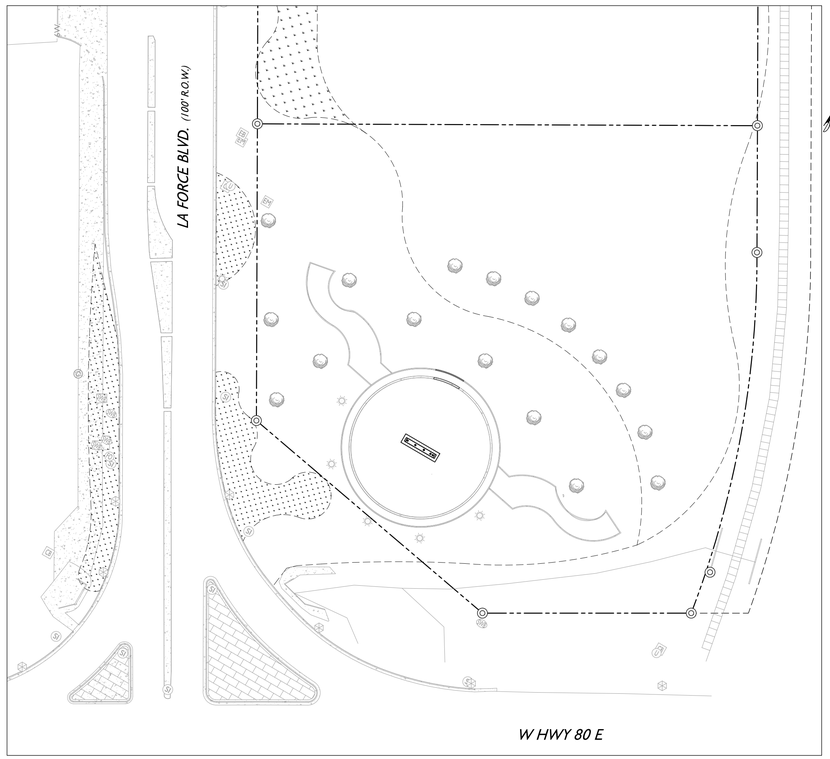
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

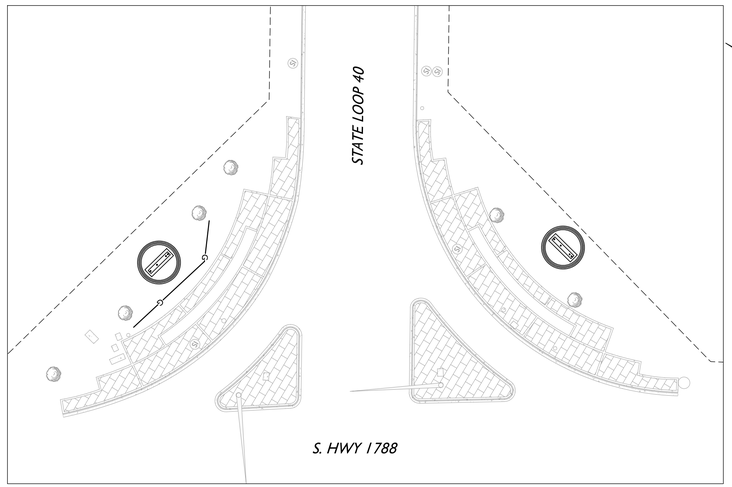
CIVIL CONSTRUCTION PLANS

ENGINEER'S GENERAL NOTES:

1. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL APPROVED BY ALL APPROPRIATE GOVERNING AGENCIES (CITY, STATE, ETC.). ALL WORK IS TO CONFORM TO THE CURRENT STANDARD SPECIFICATIONS, DETAILS AND SUPPLEMENTAL INFORMATION OF SAID AGENCIES.
2. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND IS TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES IN THE AREA.
3. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE. SUCH A GUARANTEE IS NOT POSSIBLE DUE TO THE VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES, AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
4. PRIOR TO BIDDING THE WORK, THE CONTRACTOR IS TO THOROUGHLY INVESTIGATE THE ACTUAL CONDITIONS OF THE SITE AND EARTHWORK QUANTITIES, IF ANY. NO CLAIM IS TO BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY IN EARTHWORK QUANTITIES, ACTUAL OR RELATIVE.
5. MAVERICK ENGINEERING MAKES NO REPRESENTATION AS TO THE PRESENCE OF ROCK WITHIN EXCAVATION AREAS. ANY EXCAVATION IS TO BE CONSIDERED UNCLASSIFIED EXCAVATION, AND THE PRESENCE OF ROCK IS ONE OF THE EXISTING CONDITIONS THE CONTRACTOR IS EXPECTED TO FULLY INVESTIGATE PRIOR TO BIDDING THE WORK. NO CLAIM WILL BE MADE AGAINST MAVERICK ENGINEERING OR THE OWNER BASED ON MATERIALS ENCOUNTERED.
6. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS / PROGRAMS UTILIZED IN CONNECTION WITH THE WORK. THE ENGINEER IS NOT RESPONSIBLE IF THE CONTRACTOR FAILS TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. OWNER/CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF MAVERICK ENGINEERING, BEFORE CONSTRUCTION STARTS. MAVERICK ENGINEERING WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL & VERTICAL CONDITIONS, MAVERICK ENGINEERING WILL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS AND/OR MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY MAVERICK ENGINEERING.
8. OWNER/CONTRACTOR IS TO HAVE A PROFESSIONAL LAND SURVEYOR VERIFY FINISHED FLOOR ELEVATIONS PRIOR TO PLACING ANY FORM WORK OR CONCRETE. MAVERICK ENGINEERING WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF THE FINISHED FLOOR NOT BEING PROPERLY VERIFIED.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH EPA'S NPDES REGULATIONS 40-CFR-122, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
10. AN APPROVED GRADING AND DRAINAGE PLAN IS TO BE MAINTAINED ON SITE AT ALL TIMES. THIS IS TO BE MADE AVAILABLE TO INSPECTORS UPON REQUEST.
11. MAVERICK DOES NOT PROVIDE BUILDING FOUNDATION DESIGNS. REFER TO STRUCTURAL PLANS AND / OR GEOTECHNICAL REPORT FOR MATERIAL AND COMPACTION REQUIREMENTS UNDERNEATH BUILDING SLABS / STRUCTURAL FOUNDATIONS. MAKE NOTE IF SAID PLANS CALL FOR ADDITIONAL MATERIALS OR COMPACTION OR SIDEWALK IMMEDIATELY ADJACENT TO THE STRUCTURE / FOUNDATION.
12. MAVERICK DOES NOT SUPPLY CONCRETE JOINTING PLANS, OR REVIEW THEM, UNLESS SPECIFICALLY CONTRACTED TO DO SO. THE CONTRACTOR IS RESPONSIBLE FOR CONCRETE JOINTING PLAN DEVELOPMENT AND IMPLEMENTATION.







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ENGINEER:

ANDREW L. MELLEN, P.E.
MAVERICK ENGINEERING
1909 WEST WALL STRSAEET, STE. K
MIDLAND, TX 79701
TELEPHONE: (432) 262-0999

BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:

SURVEY PERFORMED BY MAVERICK ENGINEERING,. CONTACT MAVERICK ENGINEERING. FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING 432-262-0999

SITE LOCATIONS



MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K", Midland, TX 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1	.	.	.
2	.	.	.

DRAWN BY: CAD
CHECKED BY: CAD
APPROVED BY: ALM
DATE: 11/20/2025
JOB: 240121

Know what's **below.** **Call** before you dig.

COVER SHEET

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/16/2026

SHEET **C100** OF 17

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P:\2024\240121-CITY OF MIDLAND-MAF SIGNAGE CONCEPTS AND DESIGN\DRAWINGS\CIVIL CONSTRUCTION SET\240121 C100 COVER SHEET.DWG

FINAL PLAT

MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK

Being a Replat of
Industrial Park Regional Air Terminal, Sections 8, 11 and 12
Containing 354.13 Acres of land out of Sections 5 and 8
Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas

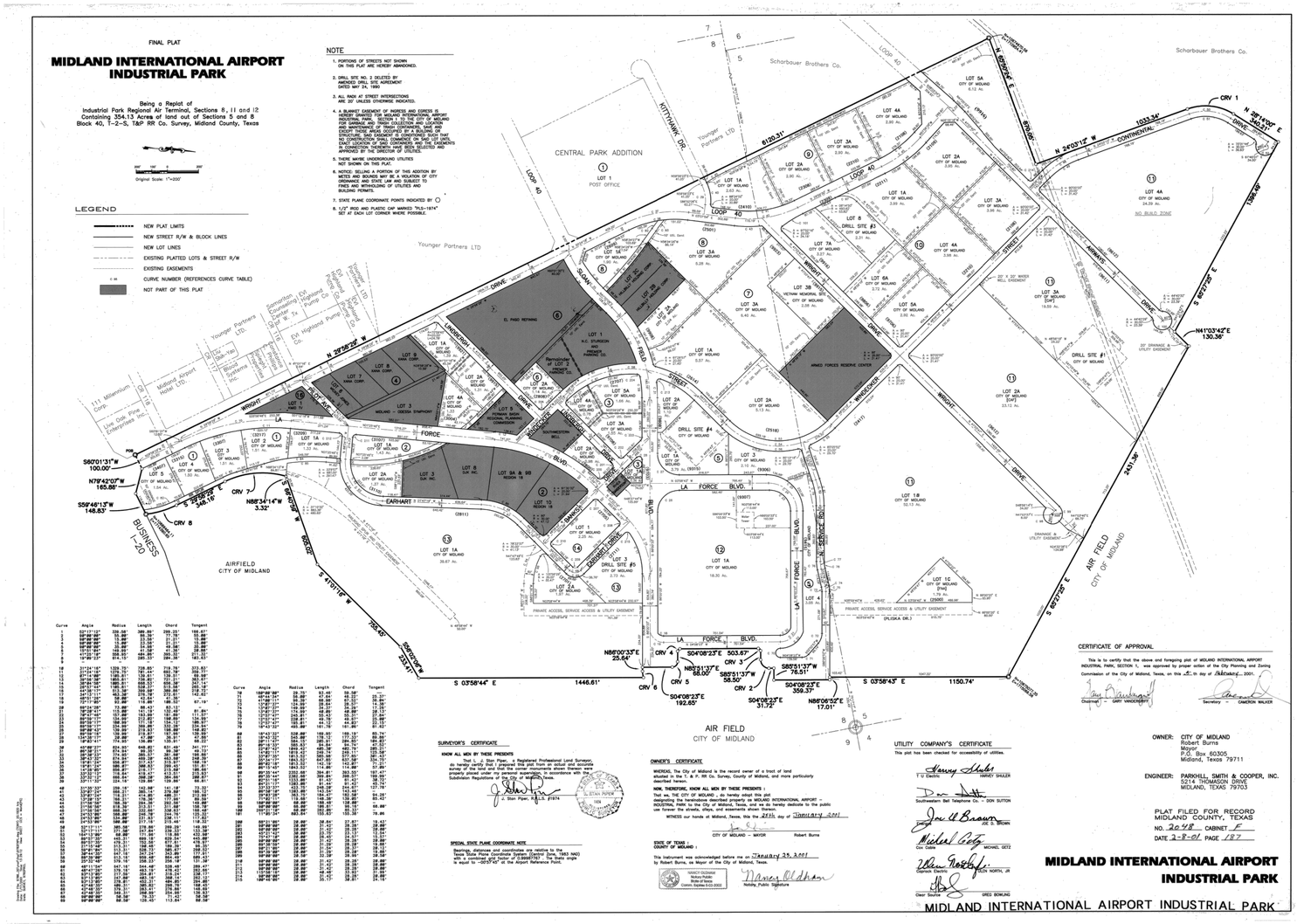
Original Scale: 1"=200'

LEGEND

- NEW PLAT LIMITS
- NEW STREET R/W & BLOCK LINES
- NEW LOT LINES
- EXISTING PLATTED LOTS & STREET R/W
- EXISTING EASEMENTS
- CURVE NUMBER (REFERENCES CURVE TABLE)
- NOT PART OF THIS PLAT

NOTE

1. PORTIONS OF STREETS NOT SHOWN ON THIS PLAT ARE HEREBY ABANDONED.
2. DRILL SITE NO. 2 DELETED BY AMENDED DRILL SITE AGREEMENT DATED MAY 24, 1950
3. ALL RADII AT STREET INTERSECTIONS ARE 20' UNLESS OTHERWISE INDICATED.
4. A BLANKET EASEMENT OF INGRESS AND EGRESS IS HEREBY GRANTED FOR MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, SECTION 1 TO THE CITY OF MIDLAND FOR DRAINAGE AND UTILITY LOCATION AND USE OVER AND ACROSS ALL LOTS AND BLOCKS WITHIN SAID ADDITION EXCEPT THOSE AREAS OCCUPIED BY A BUILDING OR STRUCTURE. THE CITY OF MIDLAND AGREES THAT IT WILL NOT CONSTRUCT OR INSTALL CONDUCIVE ON ANY SUCH LOTS, EXACT LOCATION OF SAID CONDUITS AND THE EASEMENTS THEREFOR SHALL BE SUBJECT TO APPROVAL SELECTED AND APPROVED BY THE DIRECTION OF UTILITIES.
5. THERE MAYBE UNDERGROUND UTILITIES NOT SHOWN ON THIS PLAT.
6. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
7. STATE PLANE COORDINATE POINTS INDICATED BY ○
6. 1/2" IROD AND PLASTIC CAP MARKED "PLS-1974" SET AT EACH LOT CORNER WHERE POSSIBLE.



Curve	Angle	Radius	Length	Chord	Tangent
1	90°17'59"	328.68'	386.69'	295.35'	196.87'
2	90°00'00"	20.00'	31.42'	28.28'	20.00'
3	89°59'59"	20.00'	31.42'	28.28'	20.00'
4	89°59'59"	20.00'	31.42'	28.28'	20.00'
5	90°00'00"	20.00'	31.42'	28.28'	20.00'
6	41°25'18"	328.68'	237.58'	232.49'	124.19'
7	41°25'18"	328.68'	237.58'	232.49'	124.19'
8	90°00'00"	20.00'	31.42'	28.28'	20.00'
9	90°00'00"	20.00'	31.42'	28.28'	20.00'
10	31°54'18"	1328.75'	738.85'	729.39'	379.93'
11	31°54'18"	1328.75'	738.85'	729.39'	379.93'
12	04°30'00"	1328.75'	104.25'	104.22'	52.14'
13	04°30'00"	1328.75'	104.25'	104.22'	52.14'
14	04°30'00"	1328.75'	104.25'	104.22'	52.14'
15	04°30'00"	1328.75'	104.25'	104.22'	52.14'
16	04°30'00"	1328.75'	104.25'	104.22'	52.14'
17	04°30'00"	1328.75'	104.25'	104.22'	52.14'
18	31°54'18"	1328.75'	738.85'	729.39'	379.93'
19	31°54'18"	1328.75'	738.85'	729.39'	379.93'
20	04°30'00"	1328.75'	104.25'	104.22'	52.14'
21	04°30'00"	1328.75'	104.25'	104.22'	52.14'
22	04°30'00"	1328.75'	104.25'	104.22'	52.14'
23	04°30'00"	1328.75'	104.25'	104.22'	52.14'
24	04°30'00"	1328.75'	104.25'	104.22'	52.14'
25	04°30'00"	1328.75'	104.25'	104.22'	52.14'
26	04°30'00"	1328.75'	104.25'	104.22'	52.14'
27	04°30'00"	1328.75'	104.25'	104.22'	52.14'
28	14°24'27"	328.68'	82.66'	82.45'	41.54'
29	14°24'27"	328.68'	82.66'	82.45'	41.54'
30	90°00'00"	20.00'	31.42'	28.28'	20.00'
31	90°00'00"	20.00'	31.42'	28.28'	20.00'
32	90°00'00"	20.00'	31.42'	28.28'	20.00'
33	90°00'00"	20.00'	31.42'	28.28'	20.00'
34	90°00'00"	20.00'	31.42'	28.28'	20.00'
35	90°00'00"	20.00'	31.42'	28.28'	20.00'
36	90°00'00"	20.00'	31.42'	28.28'	20.00'
37	90°00'00"	20.00'	31.42'	28.28'	20.00'
38	90°00'00"	20.00'	31.42'	28.28'	20.00'
39	90°00'00"	20.00'	31.42'	28.28'	20.00'
40	90°00'00"	20.00'	31.42'	28.28'	20.00'
41	90°00'00"	20.00'	31.42'	28.28'	20.00'
42	90°00'00"	20.00'	31.42'	28.28'	20.00'
43	90°00'00"	20.00'	31.42'	28.28'	20.00'
44	90°00'00"	20.00'	31.42'	28.28'	20.00'
45	90°00'00"	20.00'	31.42'	28.28'	20.00'
46	90°00'00"	20.00'	31.42'	28.28'	20.00'
47	90°00'00"	20.00'	31.42'	28.28'	20.00'
48	90°00'00"	20.00'	31.42'	28.28'	20.00'
49	90°00'00"	20.00'	31.42'	28.28'	20.00'
50	90°00'00"	20.00'	31.42'	28.28'	20.00'
51	90°00'00"	20.00'	31.42'	28.28'	20.00'
52	90°00'00"	20.00'	31.42'	28.28'	20.00'
53	90°00'00"	20.00'	31.42'	28.28'	20.00'
54	90°00'00"	20.00'	31.42'	28.28'	20.00'
55	90°00'00"	20.00'	31.42'	28.28'	20.00'
56	90°00'00"	20.00'	31.42'	28.28'	20.00'
57	90°00'00"	20.00'	31.42'	28.28'	20.00'
58	90°00'00"	20.00'	31.42'	28.28'	20.00'
59	90°00'00"	20.00'	31.42'	28.28'	20.00'
60	90°00'00"	20.00'	31.42'	28.28'	20.00'
61	90°00'00"	20.00'	31.42'	28.28'	20.00'
62	90°00'00"	20.00'	31.42'	28.28'	20.00'
63	90°00'00"	20.00'	31.42'	28.28'	20.00'
64	90°00'00"	20.00'	31.42'	28.28'	20.00'
65	90°00'00"	20.00'	31.42'	28.28'	20.00'
66	90°00'00"	20.00'	31.42'	28.28'	20.00'
67	90°00'00"	20.00'	31.42'	28.28'	20.00'
68	90°00'00"	20.00'	31.42'	28.28'	20.00'
69	90°00'00"	20.00'	31.42'	28.28'	20.00'
70	90°00'00"	20.00'	31.42'	28.28'	20.00'
71	90°00'00"	20.00'	31.42'	28.28'	20.00'
72	90°00'00"	20.00'	31.42'	28.28'	20.00'
73	90°00'00"	20.00'	31.42'	28.28'	20.00'
74	90°00'00"	20.00'	31.42'	28.28'	20.00'
75	90°00'00"	20.00'	31.42'	28.28'	20.00'
76	90°00'00"	20.00'	31.42'	28.28'	20.00'
77	90°00'00"	20.00'	31.42'	28.28'	20.00'
78	90°00'00"	20.00'	31.42'	28.28'	20.00'
79	90°00'00"	20.00'	31.42'	28.28'	20.00'
80	90°00'00"	20.00'	31.42'	28.28'	20.00'
81	90°00'00"	20.00'	31.42'	28.28'	20.00'
82	90°00'00"	20.00'	31.42'	28.28'	20.00'
83	90°00'00"	20.00'	31.42'	28.28'	20.00'
84	90°00'00"	20.00'	31.42'	28.28'	20.00'
85	90°00'00"	20.00'	31.42'	28.28'	20.00'
86	90°00'00"	20.00'	31.42'	28.28'	20.00'
87	90°00'00"	20.00'	31.42'	28.28'	20.00'
88	90°00'00"	20.00'	31.42'	28.28'	20.00'
89	90°00'00"	20.00'	31.42'	28.28'	20.00'
90	90°00'00"	20.00'	31.42'	28.28'	20.00'
91	90°00'00"	20.00'	31.42'	28.28'	20.00'
92	90°00'00"	20.00'	31.42'	28.28'	20.00'
93	90°00'00"	20.00'	31.42'	28.28'	20.00'
94	90°00'00"	20.00'	31.42'	28.28'	20.00'
95	90°00'00"	20.00'	31.42'	28.28'	20.00'
96	90°00'00"	20.00'	31.42'	28.28'	20.00'
97	90°00'00"	20.00'	31.42'	28.28'	20.00'
98	90°00'00"	20.00'	31.42'	28.28'	20.00'
99	90°00'00"	20.00'	31.42'	28.28'	20.00'
100	90°00'00"	20.00'	31.42'	28.28'	20.00'
101	11°30'34"	883.34'	177.43'	177.12'	88.99'
102	90°00'00"	20.00'	31.42'	28.28'	20.00'
103	90°00'00"	20.00'	31.42'	28.28'	20.00'
104	90°00'00"	20.00'	31.42'	28.28'	20.00'
105	90°00'00"	20.00'	31.42'	28.28'	20.00'
106	90°00'00"	20.00'	31.42'	28.28'	20.00'
107	90°00'00"	20.00'	31.42'	28.28'	20.00'
108	90°00'00"	20.00'	31.42'	28.28'	20.00'
109	90°00'00"	20.00'	31.42'	28.28'	20.00'
110	90°00'00"	20.00'	31.42'	28.28'	20.00'
111	90°00'00"	20.00'	31.42'	28.28'	20.00'
112	90°00'00"	20.00'	31.42'	28.28'	20.00'
113	90°00'00"	20.00'	31.42'	28.28'	20.00'
114	90°00'00"	20.00'	31.42'	28.28'	20.00'
115	90°00'00"	20.00'	31.42'	28.28'	20.00'
116	90°00'00"	20.00'	31.42'	28.28'	20.00'
117	90°00'00"	20.00'	31.42'	28.28'	20.00'
118	90°00'00"	20.00'	31.42'	28.28'	20.00'
119	90°00'00"	20.00'	31.42'	28.28'	20.00'
120	90°00'00"	20.00'	31.42'	28.28'	20.00'
121	90°00'00"	20.00'	31.42'	28.28'	20.00'
122	90°00'00"	20.00'	31.42'	28.28'	20.00'
123	90°00'00"	20.00'	31.42'	28.28'	20.00'
124	90°00'00"	20.00'	31.42'	28.28'	20.00'
125	90°00'00"	20.00'	31.42'	28.28'	20.00'
126	90°00'00"	20.00'	31.42'	28.28'	20.00'
127	90°00'00"	20.00'	31.42'	28.28'	20.00'
128	90°00'00"	20.00'	31.42'	28.28'	20.00'
129	90°00'00"	20.00'	31.42'	28.28'	20.00'
130	90°00'00"	20.00'	31.42'	28.28'	20.00'
131	90°00'00"	20.00'	31.42'	28.28'	20.00'
132	90°00'00"	20.00'	31.42'	28.28'	20.00'
133	90°00'00"	20.00'	31.42'	28.28'	20.00'
134	90°00'00"	20.00'	31.42'	28.28'	20.00'
135	90°00'00"	20.00'	31.42'	28.28'	20.00'

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, J. Stan Piper, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

J. Stan Piper, R.P.L.S. #1974

SPECIAL STATE PLANE COORDINATE NOTE

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System, Texas Central Zone (1983 NAD) with a combined scale factor of 0.99987787. The True angle is equal to -00°07'47" at the Airport Reference Point.

OWNER'S CERTIFICATE

WHEREAS, The City of Midland is the record owner of a tract of land situated in the T. & P. RR Co. Survey, County of Midland, and more particularly described hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, THE CITY OF MIDLAND , do hereby adopt this plat designating the hereinabove described property as MIDLAND INTERNATIONAL AIRPORT - INDUSTRIAL PARK, SECTION 1, an addition to the City of Midland, and do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the 24th day of January 2001

CITY OF MIDLAND – MAYOR Robert Burns

STATE OF TEXAS :
COUNTY OF MIDLAND :

This instrument was acknowledged before me on January 25, 2001 by Robert Burns, as Mayor of the City of Midland, Texas.

NANCY OLDHAM
Notary Public
State of Texas
Comm. Expires 5-03-2003

Notary, Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

T U Electric — HARVEY SHULER
Southwestern Bell Telephone Co. — DON SUTTON
Energy — JOE D. BROWN
Civic Cable — MICHAEL GETZ
Oncor Electric — ELTON NORTH, JR
Clear Source — GREG BOWLING

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, SECTION 1, was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this 25 day of January, 2001.

Chairman – GARY VANDERGRIFF
Secretary – CAMERON WALKER

OWNER: CITY OF MIDLAND
Robert Burns
Mayor
P.O. Box 60305
Midland, Texas 79711

ENGINEER: PARKHILL, SMITH & COOPER, INC.
5214 THOMASON DRIVE
MIDLAND, TEXAS 79703

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 2648 CABINET F
DATE 2-8-01 PAGE 187

MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK

MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK

PLAT SCALING NOTE

THE PLAT HAS BEEN SCALED TO FIT ON THIS SHEET.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K", Midland, TX 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

△	REVISIONS	BY	APPR.	DATE

DRAWN BY: CAD
CHECKED BY: CAD
APPROVED BY: ALM
DATE: 11/20/2025
JOB: 240121

Know what's below. Call before you dig.

PLAT
MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PLAT NOTE:
THE PLAT SHOWN ON THIS SHEET IS INCLUDED FOR REFERENCE PURPOSES ONLY. IT IS NOT TO BE RECORDED FOR ANY PURPOSE. THE SEALING PROFESSIONAL FOR THIS CONSTRUCTION DRAWING SET TAKES NO OWNERSHIP OF THIS SHEET OR THE INFORMATION PROVIDED THEREON, BUT DOES AUTHORIZE IT TO BE PART OF THIS CONSTRUCTION DRAWING SET.

SHEET C110 OF 17

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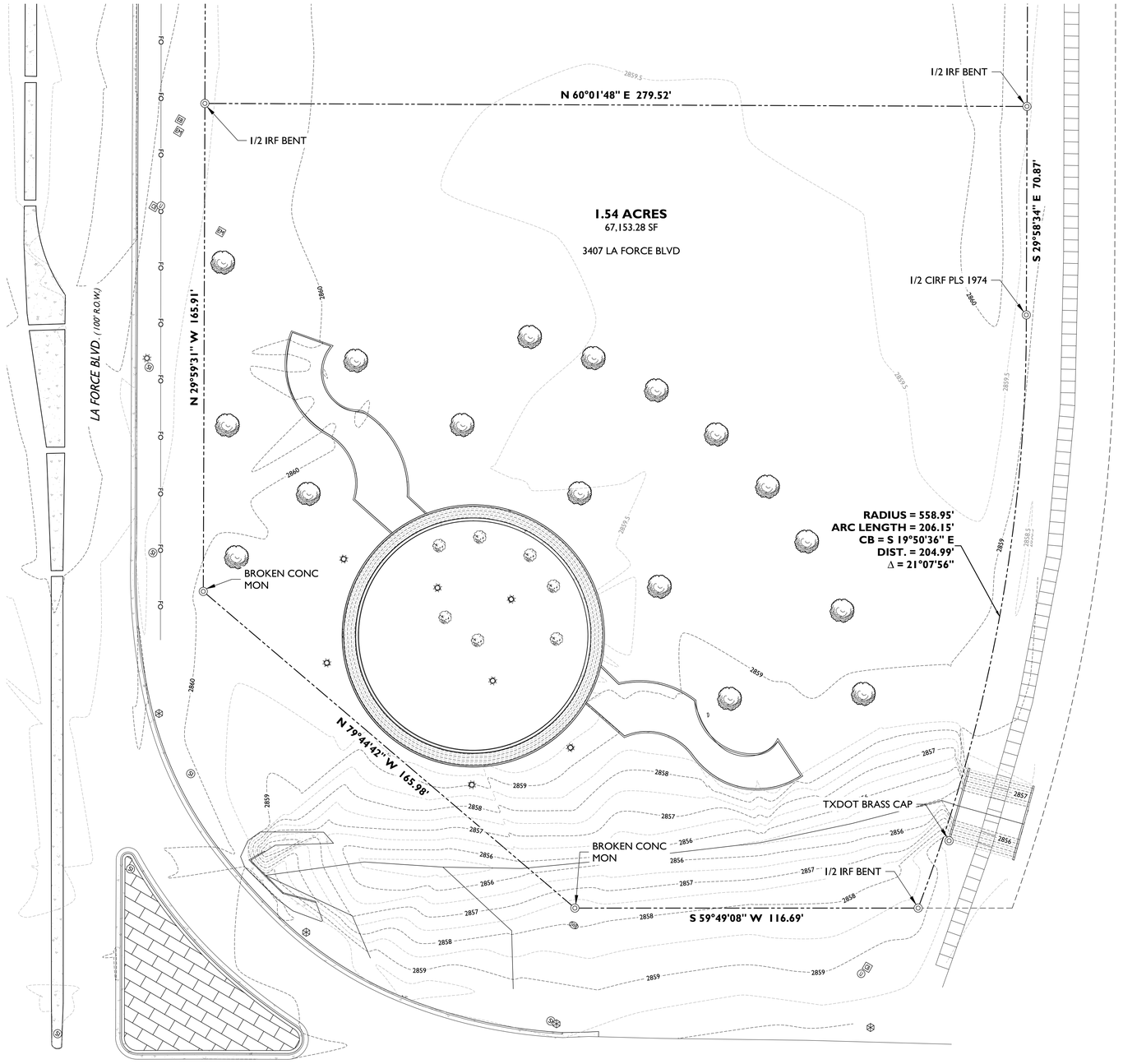

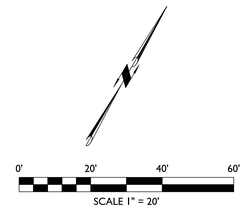

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY MARKER
- DENOTES SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING REFLECTORS
- DENOTES EXISTING SIGN
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOT LINE
- DENOTES EDGE OF ASPHALT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- E — DENOTES EXISTING ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE

BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:

SURVEY PERFORMED BY MAVERICK ENGINEERING,. CONTACT MAVERICK ENGINEERING. FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING 432-262-0999

MAVERICK
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ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

Δ	REVISIONS	BY	APPR.	DATE
.	.	.	.	.

DRAWN BY: CAD
CHECKED BY: CAD
APPROVED BY: ALM
DATE: 11/20/2025
JOB: 240121

Know what's **below.** **Call** before you dig.

EXISTING TOPOGRAPHY LA FORCE BLVD.

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SURVEY NOTE:

THE SURVEY SHOWN ON THIS SHEET IS INCLUDED FOR REFERENCE PURPOSES ONLY. THE SEALING PROFESSIONAL FOR THIS CONSTRUCTION DRAWING SET TAKES NO OWNERSHIP OF THIS SHEET OR THE INFORMATION PROVIDED THEREON, BUT DOES AUTHORIZE IT TO BE PART OF THIS CONSTRUCTION DRAWING SET.

SHEET C111 OF 17

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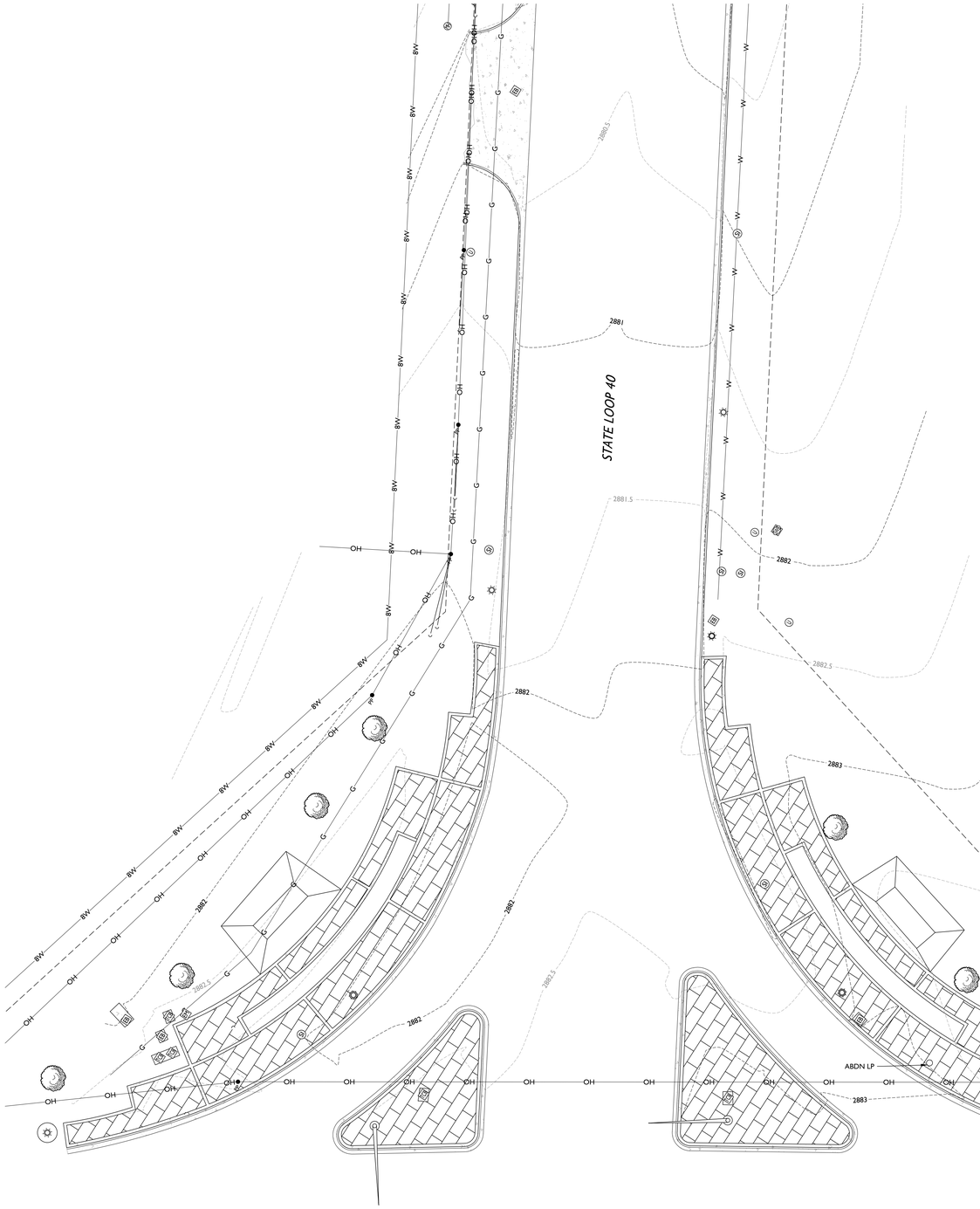

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- EM DENOTES EXISTING ELECTRIC METER
- EB DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- PP DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY MARKER
- SWB DENOTES SOUTHWESTERN BELL MANHOLE
- CB DENOTES EXISTING CABLE BOX
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING REFLECTORS
- SI DENOTES EXISTING SIGN
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOT LINE
- DENOTES EDGE OF ASPHALT
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
- E DENOTES EXISTING ELECTRIC LINE
- G DENOTES EXISTING GAS LINE
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BENCHMARK:

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SURVEY FIRM #: 10194452
www.Maverick-Eng.com

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2	.	.	.

DRAWN BY: CAD
CHECKED BY: CAD
APPROVED BY: ALM
DATE: 11/20/2025
JOB: 240121

811 Know what's below. Call before you dig.

EXISTING TOPOGRAPHY LOOP 40

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SURVEY NOTE:

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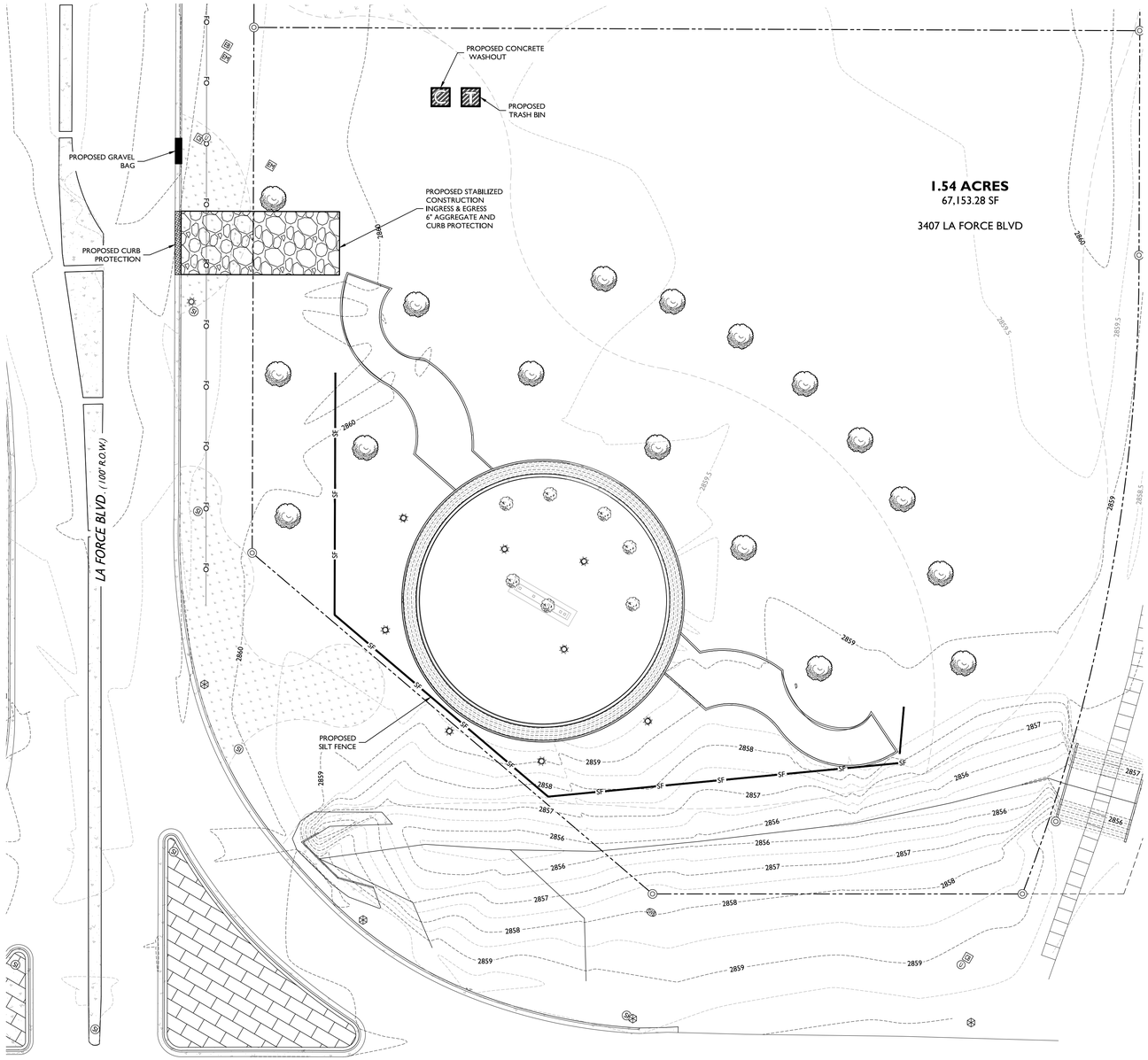

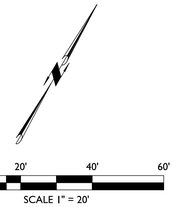

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
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- E — DENOTES EXISTING ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE
- SF — DENOTES PROPOSED SILT FENCE
- DENOTES PROPOSED TRASH BIN
- DENOTES PROPOSED CONCRETE WASHOUT
- DENOTES PROPOSED GRAVEL BAG
- DENOTES CURB PROTECTION

SWPPP DETAILS:

SWPPP DETAILS ARE INCLUDED ON THE NEXT SHEET. PLEASE REFER TO THOSE DETAILS.

SWPPP GENERAL NOTES:

1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT AND TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR IS TO FILE NOTICE OF INTENT (NOI) UNDER TDPES CONSTRUCTION GENERAL PERMIT, TXR 150000.
2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR IS TO MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
4. THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK IS TO BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN IS TO BE MAINTAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR IS TO ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATION OF CONTROL EQUIPMENT WASHING.
9. THE CONTRACTOR IS TO AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS ARE NOT TO COMPROMISE THE INTENT OR THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS ARE NOT TO BE A BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE ARE TO CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, ARE TO BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK IS TO CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK IS TO BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE ENGINEER.
12. ALL NON-PAVED AREAS ARE TO BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR IS TO MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER; EROSION PROTECTION IS TO BE CONSTRUCTED AS DETAILED ON THIS SHEET.
13. THE CONTRACTOR IS TO CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL TRAFFIC ENTRANCE / EXIT POINTS ALONG ANY PAVED ROADWAY. ENTRANCES ARE TO BE CONSTRUCTED AS DETAILED ON THIS SHEET.
14. THE CONTRACTOR IS TO CONSTRUCT A SILT FENCE AT ALL LOCATIONS SHOWN ON THE PLANS. THE SILT FENCE IS TO BE CONSTRUCTED AS DETAILED ON THIS SHEET.
15. THE CONTRACTOR IS TO DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS ARE TO BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF TWO INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER IS TO BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.
16. FIBER WATTLES ARE TO BE PLACED AROUND ALL SPOIL PILES OR SOIL / BASE MATERIAL STOCKPILES.
17. **IN ACCORDANCE WITH PARTS III.G.1 & III.G.2 OF THE CONSTRUCTION STORMWATER GENERAL PERMIT, STABILIZATION OF ALL DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY (I.E., AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF NEXT WORK DAY) WHENEVER ANY EARTHWORK ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE. SIMILARLY, ALL STOCKPILE AND STAGING AREAS ARE TO BE STABILIZED. THE CITY OF MIDLAND WILL NOT SUPPORT A CERTIFICATE OF OCCUPANCY UNLESS THIS REQUIREMENT HAS BEEN FULFILLED. CONTRACTOR WARNING: THIS REQUIREMENT IS STRICTLY ENFORCED.**

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BY	APPR.	DATE

REVISIONS

DRAWN BY: CAD
CHECKED BY: CAD
APPROVED BY: ALM
DATE: 11/20/2025
JOB: 240121

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SWPPP PLAN
MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/18/2026

SHEET C120 OF 17

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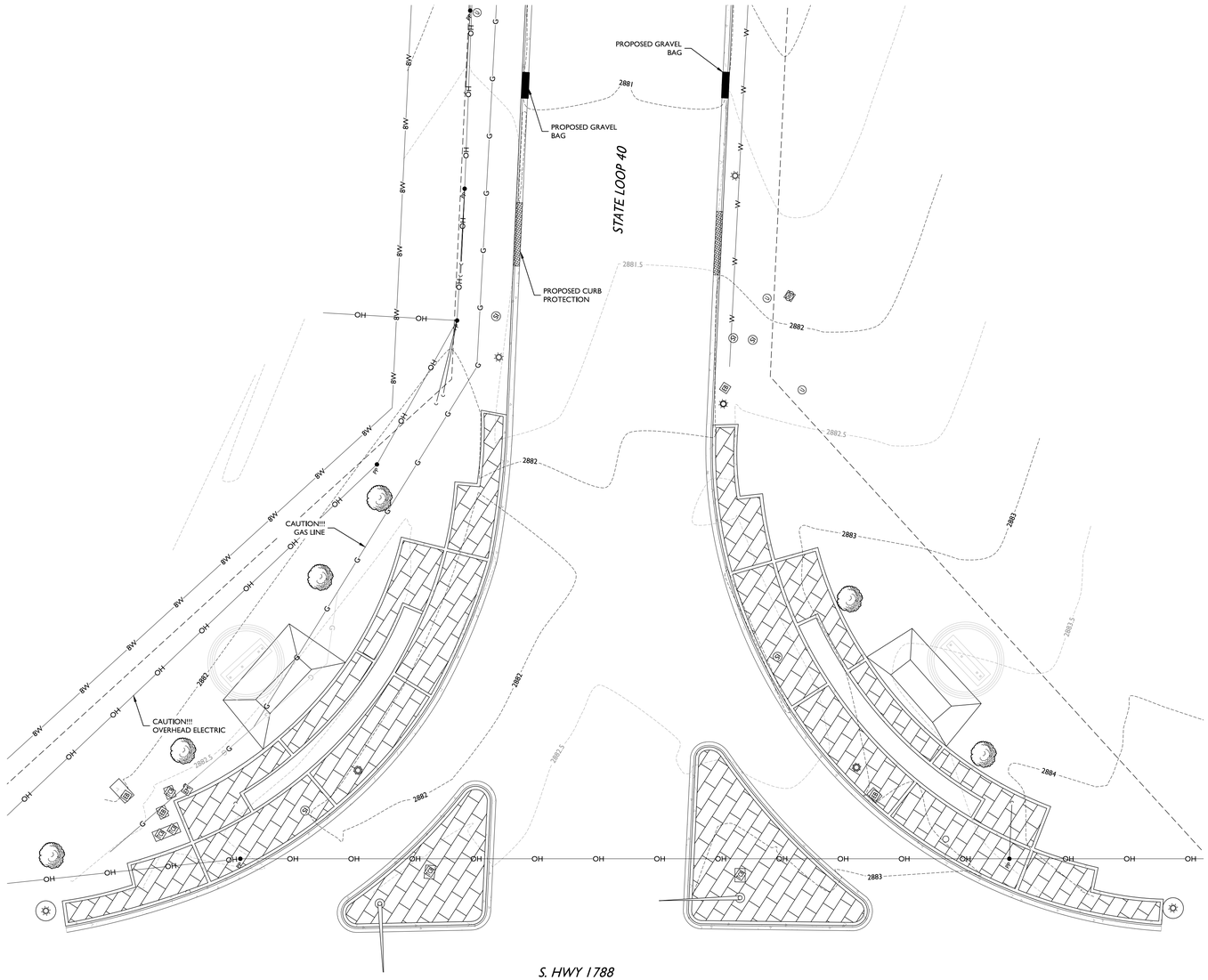



0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY MARKER
- DENOTES SOUTHWESTERN BELL MANHOLE
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- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING REFLECTORS
- DENOTES EXISTING SIGN
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOT LINE
- DENOTES EDGE OF ASPHALT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- E — DENOTES EXISTING ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE
- DENOTES PROPOSED GRAVEL BAG
- DENOTES CURB PROTECTION

SWPPP DETAILS:

SWPPP DETAILS ARE INCLUDED ON THE NEXT SHEET. PLEASE REFER TO THOSE DETAILS.

SWPPP GENERAL NOTES:

1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT AND TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR IS TO FILE NOTICE OF INTENT (NOI) UNDER TDPES CONSTRUCTION GENERAL PERMIT, TXR 150000.
2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR IS TO MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
4. THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK IS TO BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN IS TO BE MAINTAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR IS TO ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATION OF CONTROL EQUIPMENT WASHING.
9. THE CONTRACTOR IS TO AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS ARE NOT TO COMPROMISE THE INTENT OR THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS ARE NOT TO BE A BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE ARE TO CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, ARE TO BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK IS TO CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK IS TO BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE ENGINEER.
12. ALL NON-PAVED AREAS ARE TO BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR IS TO MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER. EROSION PROTECTION IS TO BE CONSTRUCTED AS DETAILED ON THIS SHEET.
13. THE CONTRACTOR IS TO CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL TRAFFIC ENTRANCE / EXIT POINTS ALONG ANY PAVED ROADWAY. ENTRANCES ARE TO BE CONSTRUCTED AS DETAILED ON THIS SHEET.
14. THE CONTRACTOR IS TO CONSTRUCT A SILT FENCE AT ALL LOCATIONS SHOWN ON THE PLANS. THE SILT FENCE IS TO BE CONSTRUCTED AS DETAILED ON THIS SHEET.
15. THE CONTRACTOR IS TO DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS ARE TO BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF TWO INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER IS TO BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.
16. FIBER WATTLES ARE TO BE PLACED AROUND ALL SPOIL PILES OR SOIL / BASE MATERIAL STOCKPILES.
17. **IN ACCORDANCE WITH PARTS III.G.1 & III.G.2 OF THE CONSTRUCTION STORMWATER GENERAL PERMIT, STABILIZATION OF ALL DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY (I.E., AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF NEXT WORK DAY), WHENEVER ANY EARTHWORK ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE. SIMILARLY, ALL STOCKPILE AND STAGING AREAS ARE TO BE STABILIZED. THE CITY OF MIDLAND WILL NOT SUPPORT A CERTIFICATE OF OCCUPANCY UNLESS THIS REQUIREMENT HAS BEEN FULFILLED. CONTRACTOR WARNING: THIS REQUIREMENT IS STRICTLY ENFORCED.**

MAVERICK
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Tel: (432) 262-0999 Fax: (432) 262-0989
ENGINEER FIRM #: F-15089
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www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: CAD
CHECKED BY: CAD
APPROVED BY: ALM
DATE: 11/20/2025
JOB: 240121

811 Know what's below. Call before you dig.

SWPPP PLAN

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/16/2026

SHEET C121 OF 17

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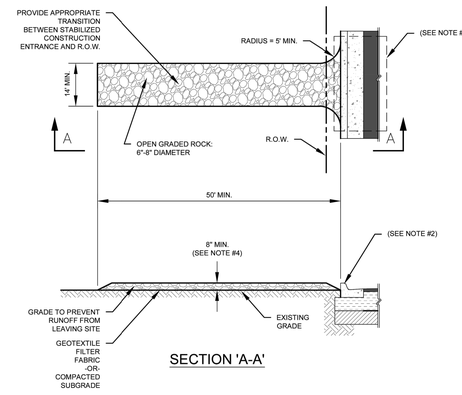
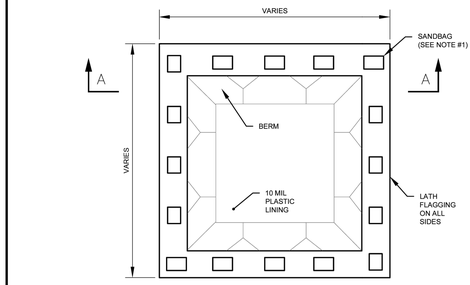


SECTION 'A-A'

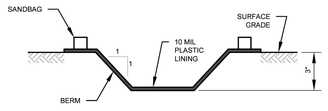
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701



DEPRESSED WASHOUT

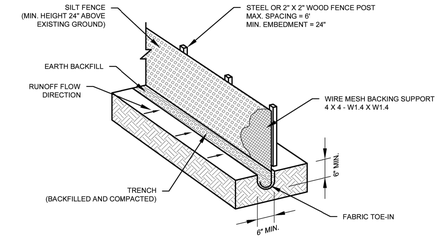


SECTION 'A-A'

NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

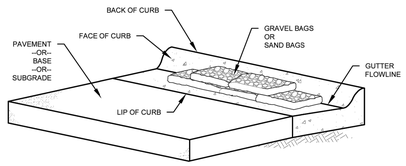
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 1		704



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

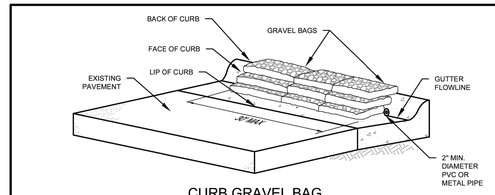
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706



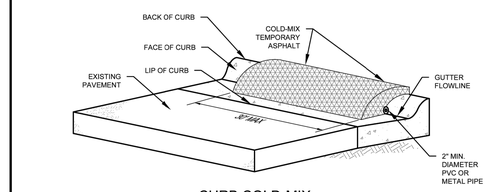
NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CURB GRAVEL OR SAND BAGS		712



CURB GRAVEL BAG



CURB COLD-MIX TEMPORARY ASPHALT

NOTES:

1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TEMPORARY CURB PROTECTION		713

SOIL STABILIZATION NOTES:

- AFTER DESIGNATED AREAS HAVE BEEN COMPLETED TO THE GRADES SHOWN ON THE PLANS, AREAS TO BE SEEDED ARE TO BE CULTIVATED TO A DEPTH OF 4 INCHES, EXCEPT WHERE SEEDING IS TO BE DONE USING A SEED DRILL SUITABLE FOR SEEDING INTO UNTILLED SOIL. THE SEEDBEDS ARE TO BE CULTIVATED SUFFICIENTLY TO REDUCE THE SOIL TO A STATE OF GOOD TILTH WHEN THE SOIL PARTICLES ON THE SURFACE ARE SMALL ENOUGH TO LIE CLOSELY ENOUGH TOGETHER TO PREVENT THE SEED FROM BEING COVERED TOO DEEPLY FOR OPTIMUM GERMINATION. CULTIVATION OF THE SEEDBED WILL NOT BE REQUIRED IN LOOSE SAND WHERE DEPTH OF SAND IS 4 INCHES OR MORE.
- ALL DISTURBED AREAS ARE TO BE SEEDED OR OTHERWISE STABILIZED. IF THE SPECIFIED SEED MIX IS NOT AVAILABLE, SUBMIT A SUBSTITUTION TO THE ENGINEER. NO SUBSTITUTIONS WILL BE ENTERTAINED UNTIL IT HAS BEEN DEMONSTRATED TO THE ENGINEER'S SATISFACTION THAT THE SPECIFIED MATERIALS ARE NOT AVAILABLE. SEED WITH THE FOLLOWING MIX DURING THE SPECIFIED SEASON;

VARIETY	OCTOBER - FEBRUARY LBS. P.L.S./ACRE	MARCH - SEPTEMBER LBS. P.L.S./ACRE
RYEGRASS (ANNUAL)	8.0	-
WESTERN WHEATGRASS	2.0	-
MILLET	2.0	4.0
SIDEOATS GRAMA	1.5	3.0
KLEINGRASS	1.5	3.0
BRISTLEGRASS	1.5	3.0
BLUE GRAMA	0.5	1.0
BUFFALO GRASS	2.0	4.0
GREEN SPRANGLETOP	1.0	2.0

- PRIOR TO PLANTING OPERATIONS, SUBMIT SUPPLIER SEED TAGS TO THE ENGINEER STATING;
  - PERCENT PURITY
  - PERCENT GERMINATION
  - DATE SEED WAS HARVESTED.
- SEEDED AREAS ARE TO BE EVENLY IRRIGATED TO A MINIMUM UNIFORM DEPTH OF 0.2 INCHES FOR ENTIRE SEEDED AREA AT A RATE OF NO LESS THAN ONCE PER DAY FOR 10 CONSECUTIVE DAYS AFTER SEEDING.
- AFTER SEEDING, CHANNEL EMBANKMENTS ARE TO BE LINED WITH A STRAW OR STRAW/COCONUT SOIL RETENTION BLANKET. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE CITY ENGINEER MAY BE USED;
  - ECS S-1 STANDARD STRAW
  - ECS HIGH VELOCITY STRAW
  - LANDLOK BON-TERRA S2, ENS2 OR ENCS2
  - NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
  - ALTERNATELY, SOILGUARD BONDED FIBER MATRIX MAY BE USED.
- BLANKETS ARE TO BE PLACED PARALLEL TO THE DIRECTION OF WATER FLOW TO STABILIZE THE CHANNEL SIDES WHERE SHOWN. BLANKETS ARE TO BE SPREAD EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
  - THE UPSLOPE END OF EACH BLANKET IS TO BE BURIED AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
  - STRIP ENDS AND END OVERLAPS ARE TO BE STAPLED WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. ALL OTHER JOINTS AND EDGES ARE TO BE STAPLED AT 40 INCH INTERVALS.
  - STAPLES USED TO ANCHOR BLANKETS ARE TO BE U SHAPED, 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.

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DRAWN BY:	CAD
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APPROVED BY:	ALM
DATE:	11/20/2025
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SWPPP DETAILS

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/18/2026

SHEET C122 OF 17

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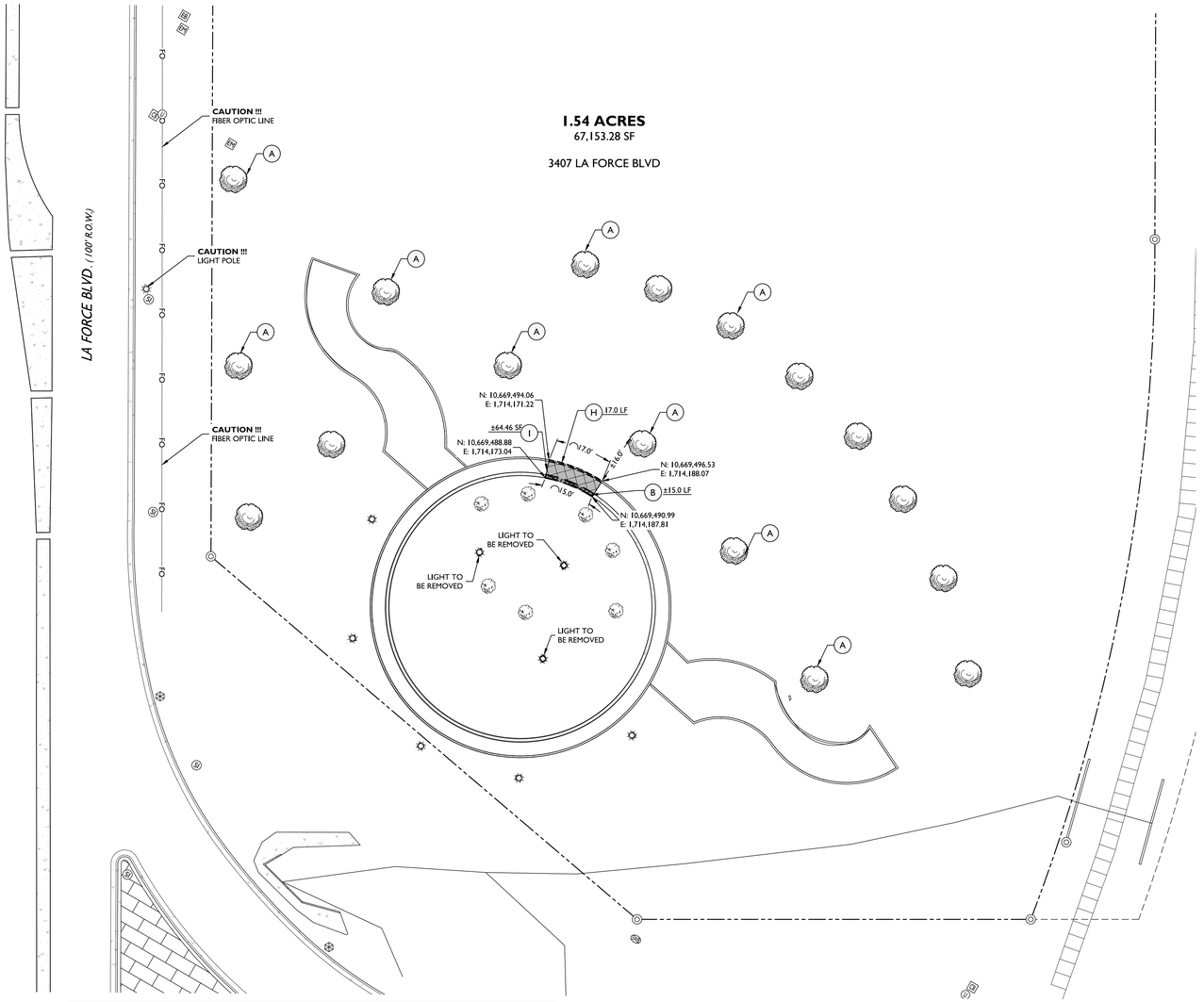

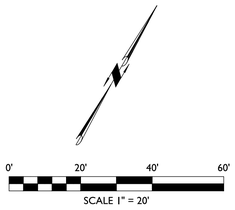

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
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- E DENOTES EXISTING ELECTRIC LINE
- G DENOTES EXISTING GAS LINE
- FO DENOTES EXISTING FIBER OPTIC LINE
- PROPOSED CONCRETE RIBBON CURB DEMO AREA
- PROPOSED ROCK DEMO AREA
- PROPOSED BLOCK WALL DEMO AREA

NOTE:

IF CONTRACTOR CAN BUILD FOUNDATION, STRUCTURE, & SIGN INSTALLATION BY CRANE AND CONCRETE PUMP THE DEMOLITION OF THE LANDSCAPE WALL WOULD NOT BE NECESSARY.

DEMOLITION NOTES

TYP. (A) EXISTING TREE TO REMAIN. PROTECT TREE DURING ALL DEMOLITION AND CONSTRUCTION ACTIVITIES PER DETAILS, BELOW.

B. CONTRACTOR TO REMOVE PORTION OF BLOCK WALL AND REPLACED.

C. CAUTION!! LOCATION OF OVER HEAD UTILITY LINE, COORDINATE WITH ONCOR.

D. CAUTION!! LOCATION OF GAS LINE, COORDINATE WITH ATMOS.

E. DEMOLISH EXISTING CONCRETE AND REMOVE FROM SITE.

F. CONTRACTOR TO PROTECT EXISTING BLOCK SIDEWALKS AND PATHS.

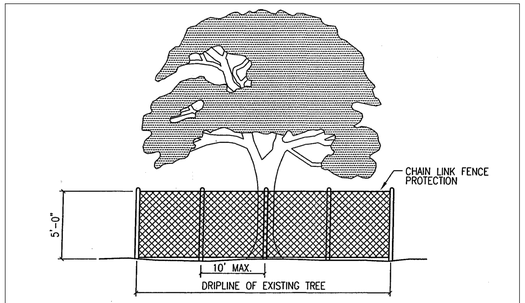
G. CONTRACTOR TO PROTECT EXISTING BLOCK WALL.

H. CONTRACTOR TO DEMO CONCRETE RIBBON CURB.

I. CONTRACTOR TO REMOVE AND REPLACE ROCK LANDSCAPING

GENERAL DEMO NOTES:

- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS AND PINS.
- CONTRACTOR SHALL REMOVE PAVEMENT IN ACCORDANCE WITH SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO: DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
- ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH SITE WORK SPECIFICATIONS.
- CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURE. CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, OR OTHER MEANS OF PROTECTION, INCLUDING BUT IS NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE PUBLIC DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO: CONSTRUCTION FENCING, BARRICADES, SIGNAGE, ETC.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AND NOTIFYING THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.



NOTES:

1. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING).
2. FENCES SHALL COMPLETELY SURROUND THE TREE, OR CLUSTERS OF TREES; WILL BE LOCATED AT THE OUTERMOST LIMIT OF THE TREE BRANCHES (DRIPLINE), AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   - A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MATERIALS.
   - B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN SIX INCHES (6") CUT OR FILL, OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY.
   - C. WOUNDS TO EXPOSED ROOTS, TRUNKS OR LIMBS BY MECHANICAL EQUIPMENT.
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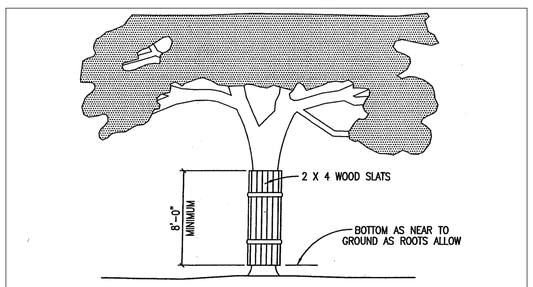

NOTES:

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3. PRIOR EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINE, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT, TO MINIMIZE DAMAGE TO REMAINING ROOTS.
4. TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
5. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
6. NO LANDSCAPE TOPSOIL DRESSING GREATER THE FOUR INCHES (4") SHALL BE PERMITTED WITHIN THE DRIPLINE OF A TREE. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
7. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.

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JOB: 240121

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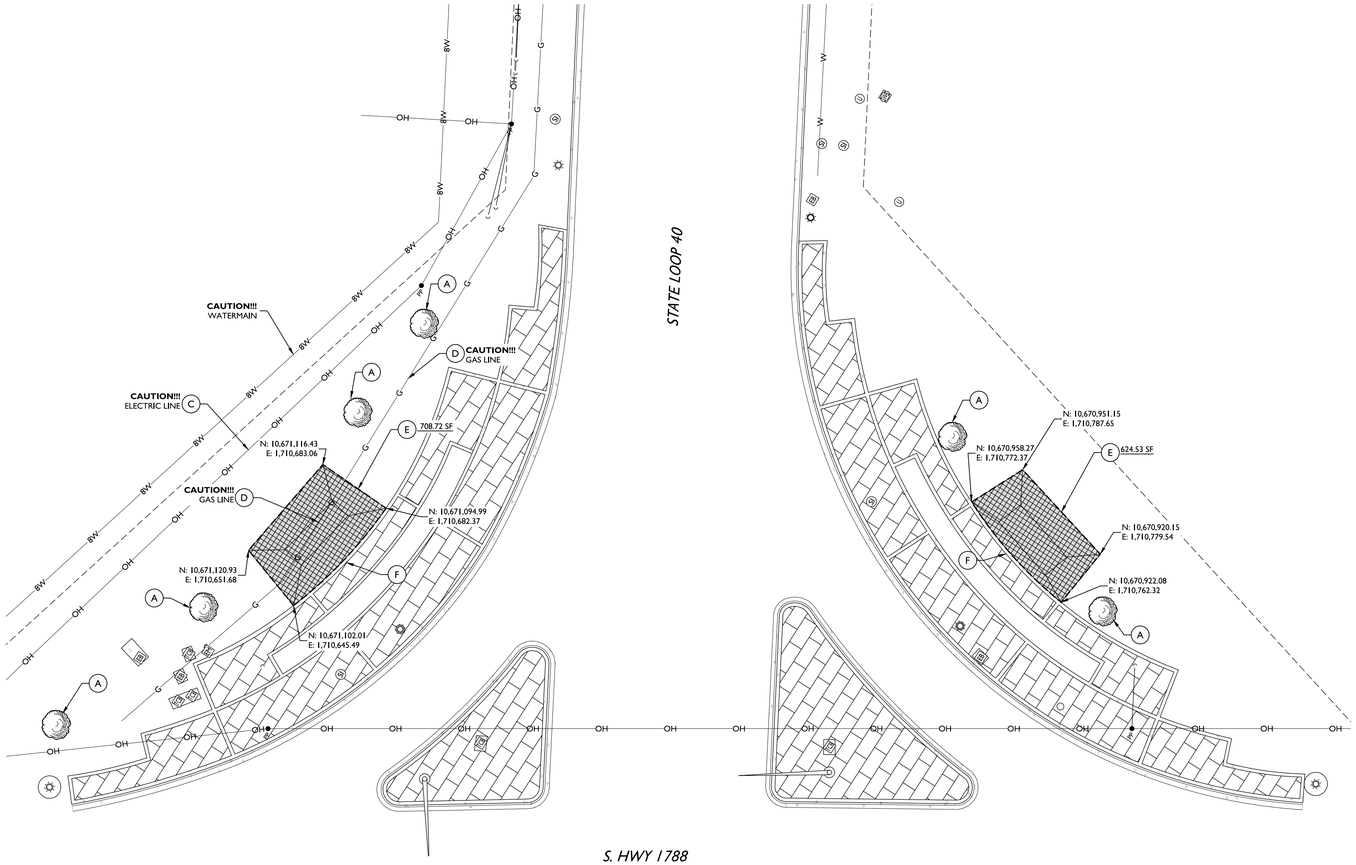
DEMOLITION PLAN (LA FORCE BLVD & B 120)

MIDLAND INTERNATIONAL AIR & SPACE PORT
BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/18/2026

SHEET C130 OF 17





0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY MARKER
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- DENOTES EXISTING REFLECTORS
- DENOTES EXISTING SIGN
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOT LINE
- DENOTES EDGE OF ASPHALT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- E — DENOTES EXISTING ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE
- PROPOSED CONCRETE RIBBON CURB DEMO AREA

DEMOLITION NOTES

TYP. (A) EXISTING TREE TO REMAIN. PROTECT TREE DURING ALL DEMOLITION AND CONSTRUCTION ACTIVITIES PER DETAILS, BELOW.

B. CONTRACTOR TO REMOVE PORTION OF BLOCK WALL AND REPLACED.

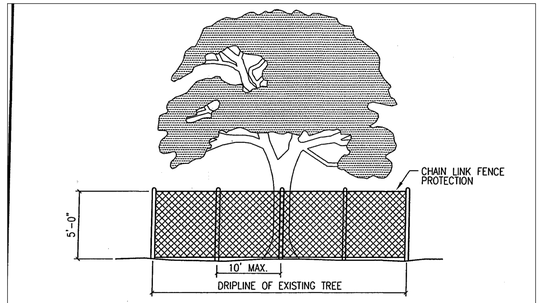
C. CAUTION!! LOCATION OF OVER HEAD UTILITY LINE, COORDINATE WITH ONCOR.

D. CAUTION!! LOCATION OF GAS LINE. COORDINATE WITH ATMOS TO RELOCATE OUT OF NEW SIGN PLACEMENT.

E. DEMOLISH EXISTING CONCRETE AND REMOVE FROM SITE.

F. CONTRACTOR TO PROTECT EXISTING BLOCK SIDEWALKS AND PATHS.

G. CONTRACTOR TO PROTECT EXISTING BLOCK WALL.



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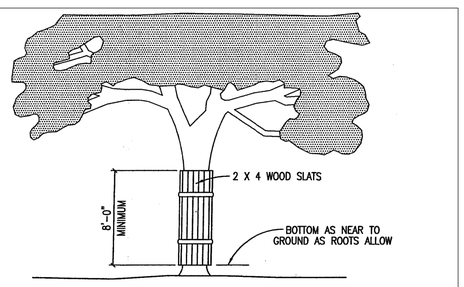

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GENERAL DEMO NOTES:

- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS AND PINS.
- CONTRACTOR SHALL REMOVE PAVEMENT IN ACCORDANCE WITH SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO: DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
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Know what's below. Call before you dig.

DEMOLITION PLAN (STATE LOOP 40)

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/16/2026

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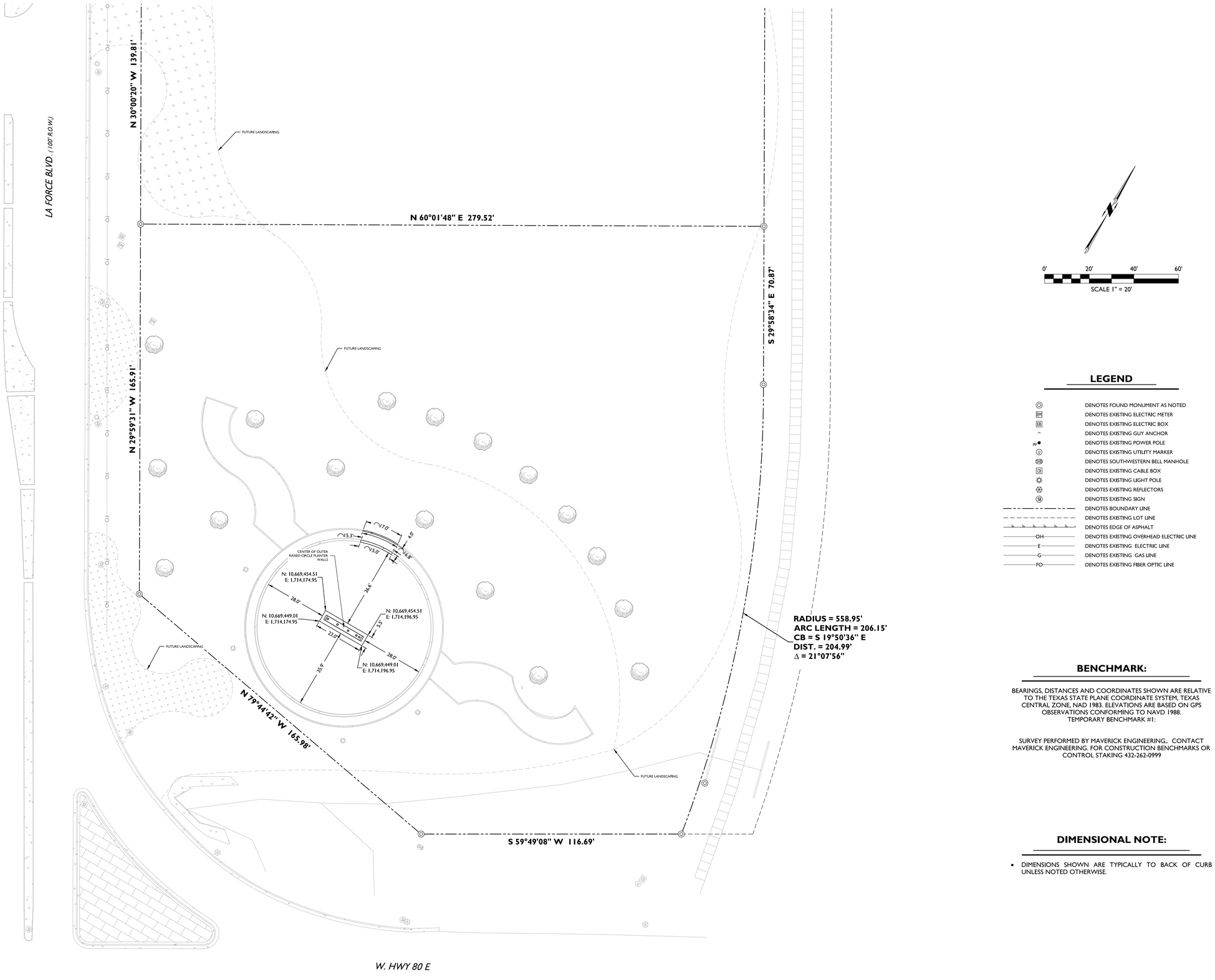

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY MARKER
- DENOTES SOUTHWESTERN BELL MANHOLE
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- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
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- G — DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE

BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:

SURVEY PERFORMED BY MAVERICK ENGINEERING,. CONTACT MAVERICK ENGINEERING. FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING 432-262-0999

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.

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DIMENSIONAL PLAN (LA FORCE BLVD & B 120)

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/18/2026

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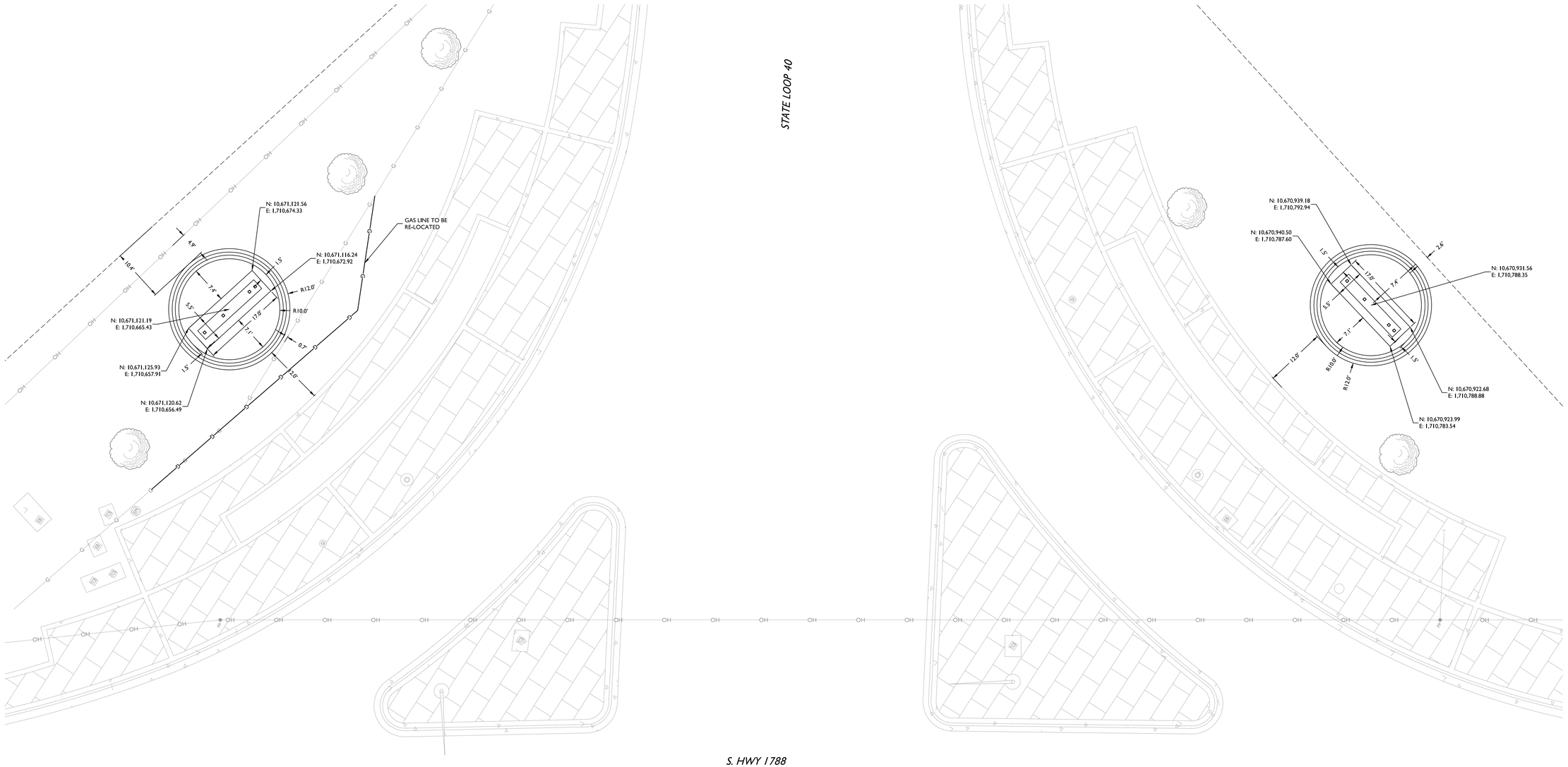

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DIMENSIONAL NOTE:

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EM	DENOTES EXISTING ELECTRIC METER
EB	DENOTES EXISTING ELECTRIC BOX
^	DENOTES EXISTING GUY ANCHOR
PP	DENOTES EXISTING POWER POLE
U	DENOTES EXISTING UTILITY MARKER
SBB	DENOTES SOUTHWESTERN BELL MANHOLE
CB	DENOTES EXISTING CABLE BOX
☼	DENOTES EXISTING LIGHT POLE
⋇	DENOTES EXISTING REFLECTORS
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G	DENOTES EXISTING GAS LINE
FO	DENOTES EXISTING FIBER OPTIC LINE

0' 10' 20' 30'
SCALE 1" = 10'

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DIMENSIONAL PLAN (STATE LOOP 40)

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106573
LICENSED PROFESSIONAL ENGINEER
03/16/2026

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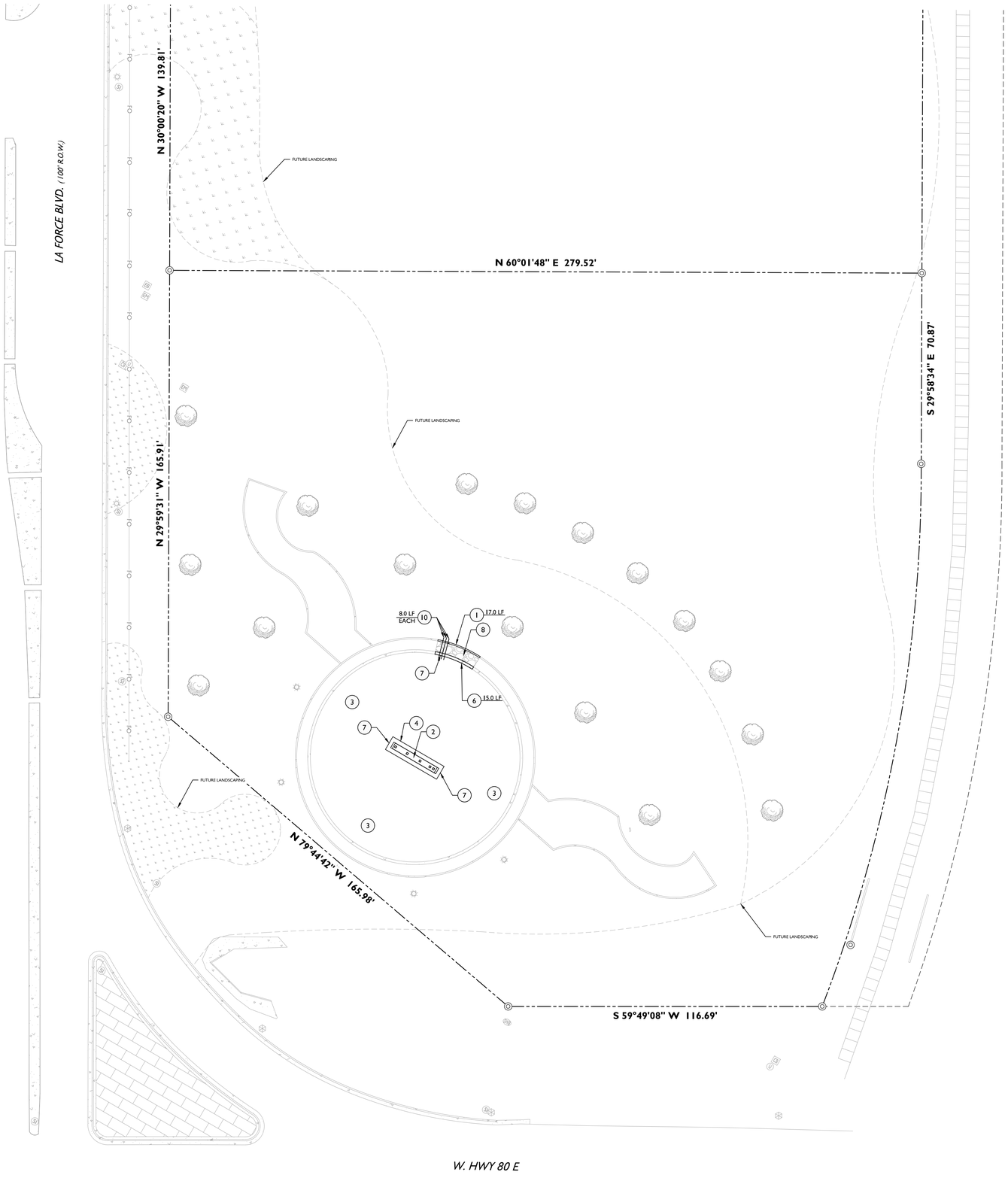

0' 20' 40' 60'

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PAVING NOTES:

TYP. (1) INSTALL CONCRETE LANDSCAPE RIBBON PER DETAIL 8 ON SHEET C221.

2. INSTALL MONUMENT PER STRUCTURAL PLANS, DETAILS INCLUDED ON C220.
3. CONTRACTOR TO PREP FOR FUTURE LANDSCAPING.
4. INSTALL FOOTING PER STRUCTURAL PLANS, DETAILS INCLUDED ON C221.
5. INSTALL MONUMENT LIGHTING PER M.E.P. PLANS.
6. REBUILDING EXISTING CONCRETE LANDSCAPE BLOCK WALL.
7. PIPE PASS BELOW FOOTING PER STRUCTURAL PLANS.
8. REPLACE EXISTING LANDSCAPE ROCK.
9. CONTRACTOR TO INSTALL LANDSCAPE WALLS PER DETAILS 4 ON SHEET C220 AND DETAIL 6 ON SHEET C221. SEE STRUCTURAL PLANS FOR FULL DETAIL SECTION.
10. CONTRACTOR TO INSTALL 4" LANDSCAPE SLEEVE.

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PAVING PLAN (LA FORCE BLVD.)

MIDLAND INTERNATIONAL AIR & SPACE PORT BEAUTIFICATION

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
03/18/2026

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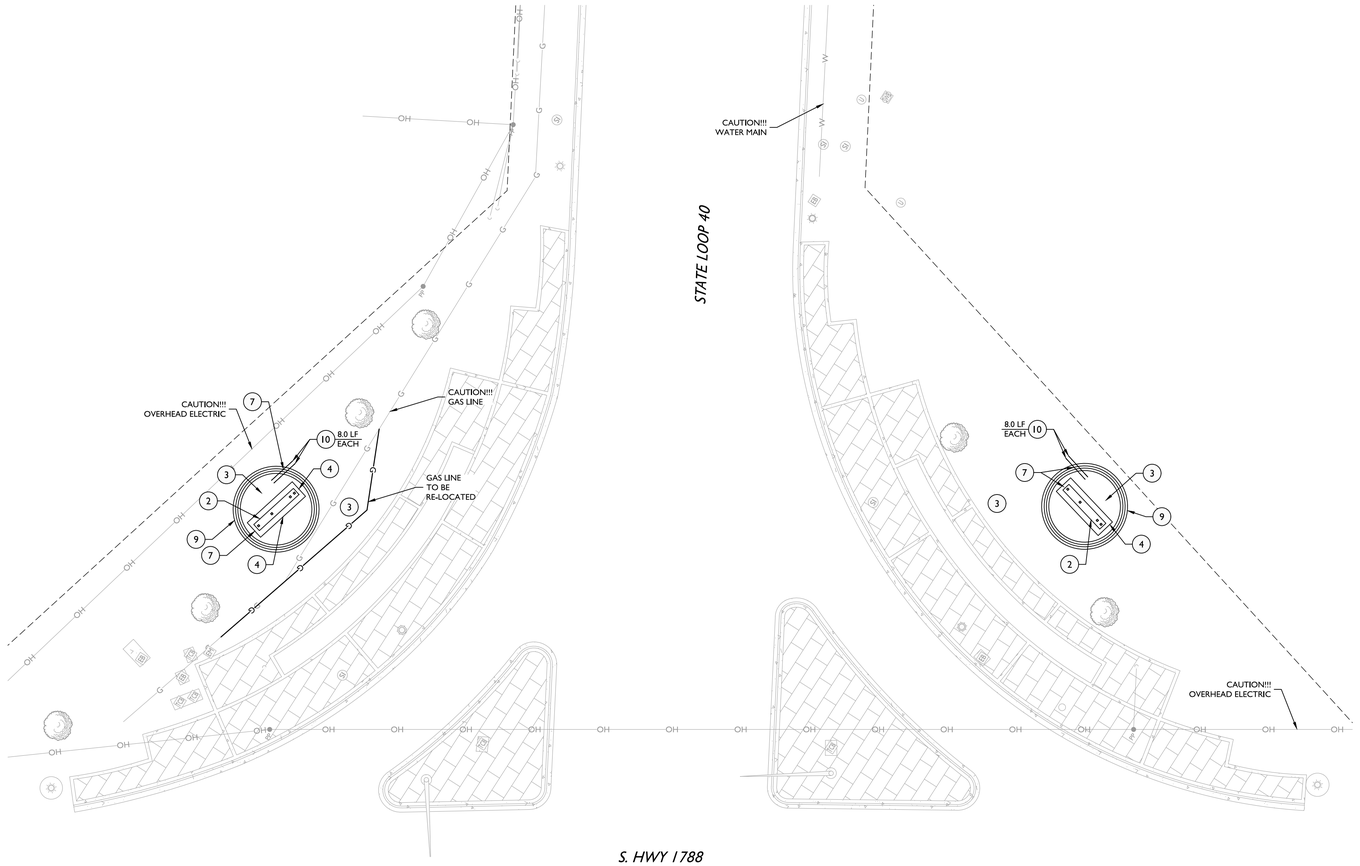

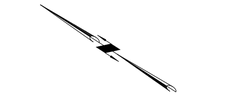

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- DENOTES EDGE OF ASPHALT
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE
- E DENOTES EXISTING ELECTRIC LINE
- G DENOTES EXISTING GAS LINE
- FO DENOTES EXISTING FIBER OPTIC LINE

PAVING NOTES:

TYP. (1.) INSTALL CONCRETE LANDSCAPE RIBBON PER DETAIL 8 ON SHEET C221.

2. INSTALL MONUMENT PER STRUCTURAL PLANS, DETAILS INCLUDED ON C220.
3. CONTRACTOR TO PREP FOR FUTURE LANDSCAPING.
4. INSTALL FOOTING PER STRUCTURAL PLANS, DETAILS INCLUDED ON C221.
5. INSTALL MONUMENT LIGHTING PER M.E.P. PLANS.
6. REBUILDING EXISTING CONCRETE LANDSCAPE BLOCK WALL.
7. PIPE PASS BELOW FOOTING PER STRUCTURAL PLANS.
8. REPLACE EXISTING LANDSCAPE ROCK.
9. CONTRACTOR TO INSTALL LANDSCAPE WALLS PER DETAILS 4 ON SHEET C220 AND DETAIL 6 ON SHEET C221. SEE STRUCTURAL PLANS FOR FULL DETAIL SECTION.
10. CONTRACTOR TO INSTALL 4" LANDSCAPE SLEEVE.

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PAVING PLAN (STATE LOOP 40)

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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
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SHEET C211 OF 17

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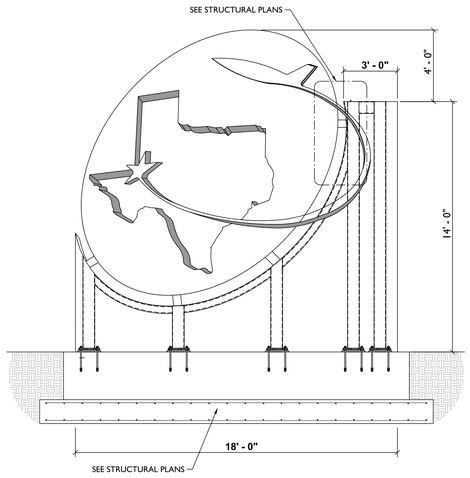
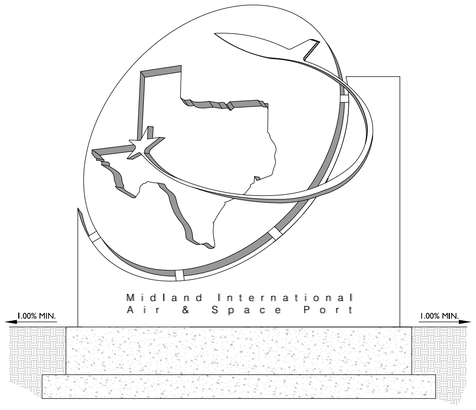
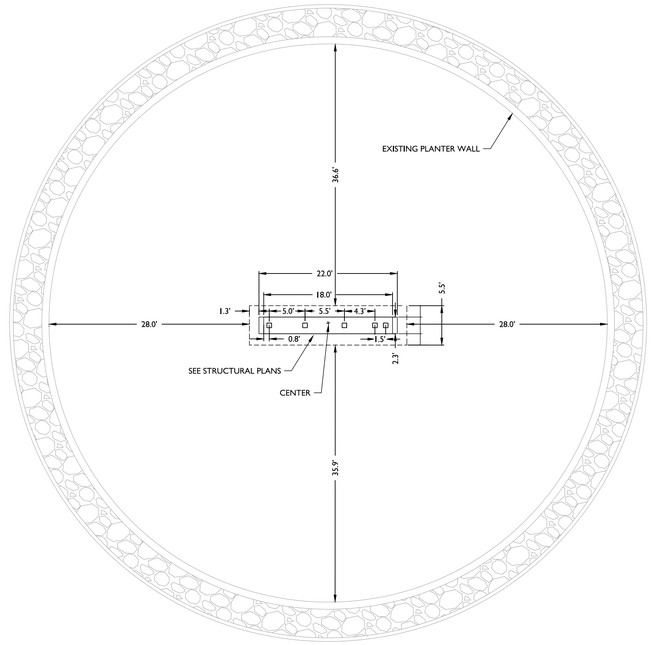




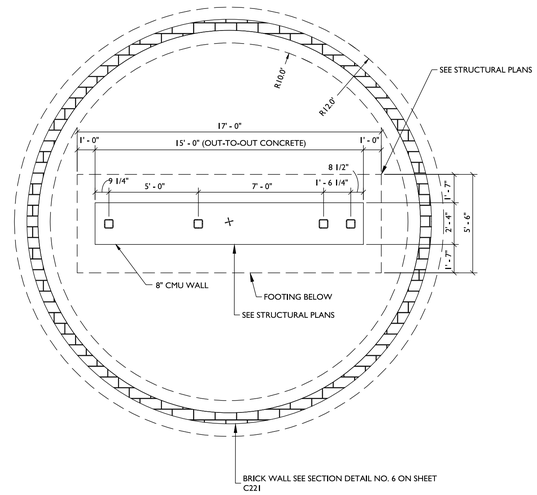
1 MONUMENT STYLE 1 ELEVATION VIEW (LA FORCE BLVD.)

N.T.S. (SEE STRUCTURAL PLANS)



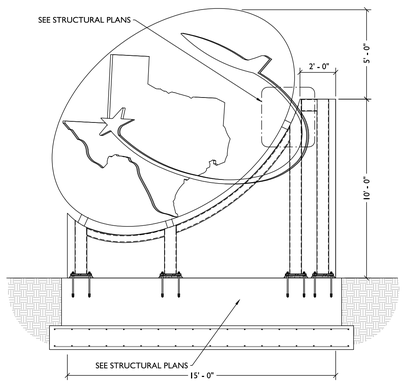
2 MONUMENT STYLE 1 FOUNDATION PLAN (LA FORCE BLVD.)

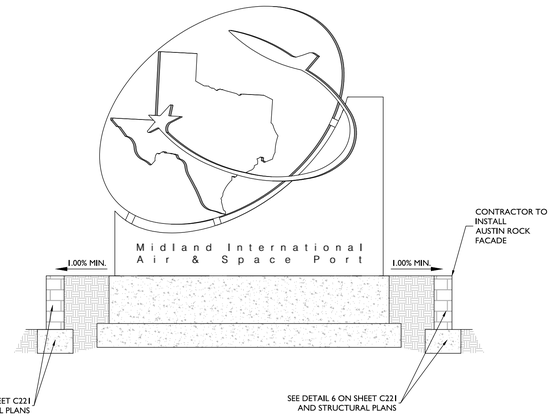
1:10 (SEE STRUCTURAL PLANS)



3 MONUMENT STYLE 2 FOUNDATION PLAN (STATE LOOP 40)

N.T.S. (SEE STRUCTURAL PLANS)





FOUNDATION NOTES

1. CONTRACTOR SHALL VERIFY ANY DIMENSIONS SHOWN WITH ARCHITECTURAL DRAWINGS.
2. FOR FOOTING EXCAVATION AND SOIL PREPARATION REQUIREMENTS SEE G.S.N.
3. FOR SIDEWALK LOCATIONS, SEE ARCH'L DRAWINGS.

4 MONUMENT STYLE 2 ELEVATION VIEW (STATE LOOP 40)

N.T.S. (SEE STRUCTURAL PLANS)

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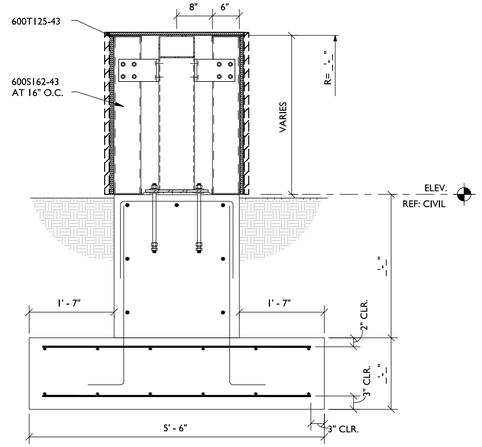
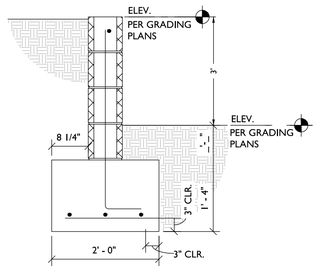
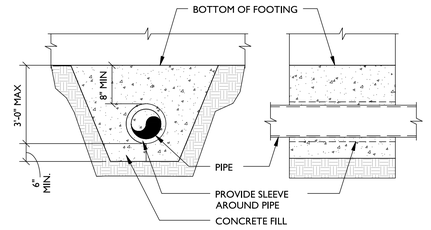


5 MONUMENT BASE SECTION VIEW
N.T.S. (SEE STRUCTURAL PLANS)



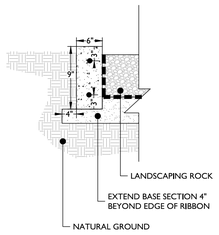
6 WALL SECTION VIEW
N.T.S. (SEE STRUCTURAL PLANS)



NOTES:

1. CONCRETE FILL TO BE PLACED FULL WIDTH OF PIPE TRENCH.
2. FOR PIPE BURIAL DEPTH OF 3'-1" OR MORE, CONTRACTOR SHALL BACK FILL AND RECOMPACT TRENCH AS REQUIRED.

7 PIPE PASSING BELOW FOOTING
N.T.S. (SEE STRUCTURAL PLANS)



NOTES:

- WHERE NOT SPECIFIED ELSEWHERE, CONCRETE IS TO HAVE THE FOLLOWING PROPERTIES:
  - 3,600 PSI COMPRESSIVE STRENGTH @ 28 DAYS.
  - COARSE AGGREGATE IS TO BE ASTM C33, GRADE NO. 67 COMPLIANT.
  - CEMENT IS TO BE ASTM C150 TYPE I / II OR C595 TYPE IL COMPLIANT.
- REINFORCE AS SHOWN. REINFORCEMENT IS TO COMPLY WITH ASTM A615 AND HAVE A MINIMUM TENSILE YIELD STRENGTH OF 60,000 PSI.
- BACKFILLING AGAINST CURB IS NOT TO BE PERMITTED UNTIL CONCRETE HAS REACHED ITS FULL 28 DAY STRENGTH. CARE IS TO BE TAKEN TO AVOID EXERTING LARGE IMPACT FORCE ON THE CURB.
- PROVIDE 3 INCH CLEAR CONCRETE COVER AT ALL REINFORCEMENT STEEL, TYPICAL.
- BASE AND COMPACTED SUBGRADE ARE TO EXTEND A MINIMUM OF 4" BEYOND THE BACK OF CURB.

8 CONCRETE LANDSCAPE RIBBON DETAIL (GRAVEL ADJ.)
N.T.S. (SEE STRUCTURAL PLANS)

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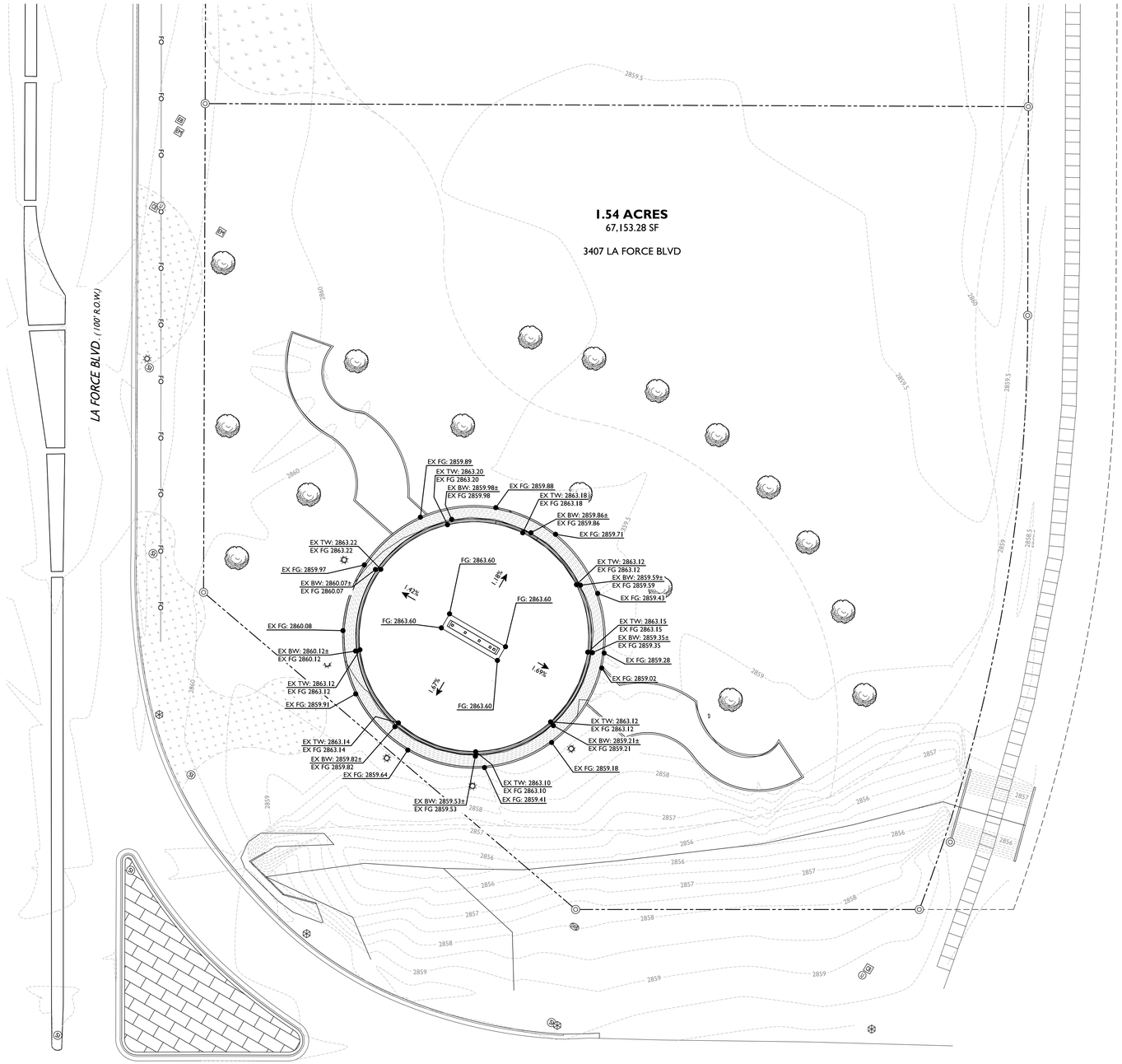

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY MARKER
- DENOTES SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING REFLECTORS
- DENOTES EXISTING SIGN
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOT LINE
- DENOTES EDGE OF ASPHALT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- E — DENOTES EXISTING ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE
- TP: XXXX.XX — DENOTES ELEVATION AS FOLLOWS:

FG FINISHED GRADE (TYP. LANDSCAPE)
EX DENOTES EXISTING
TW TOP OF WALL
BW BOTTOM OF WALL

BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:

SURVEY PERFORMED BY MAVERICK ENGINEERING,. CONTACT MAVERICK ENGINEERING. FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING 432-262-0999

GRADING NOTES:

- SLOPES AS FLAT AS 0.20% - 0.50% ARE COMMONLY CALLED FOR ALONG CONCRETE DRAINAGE PATHS. THESE SLOPES ARE VERY FLAT. IT IS HIGHLY SUGGESTED THAT THE CONTRACTOR EMPLOY BLUE TOPS AND EXTRA GRADE CONTROL IN AREAS WITH THESE SLOPES.

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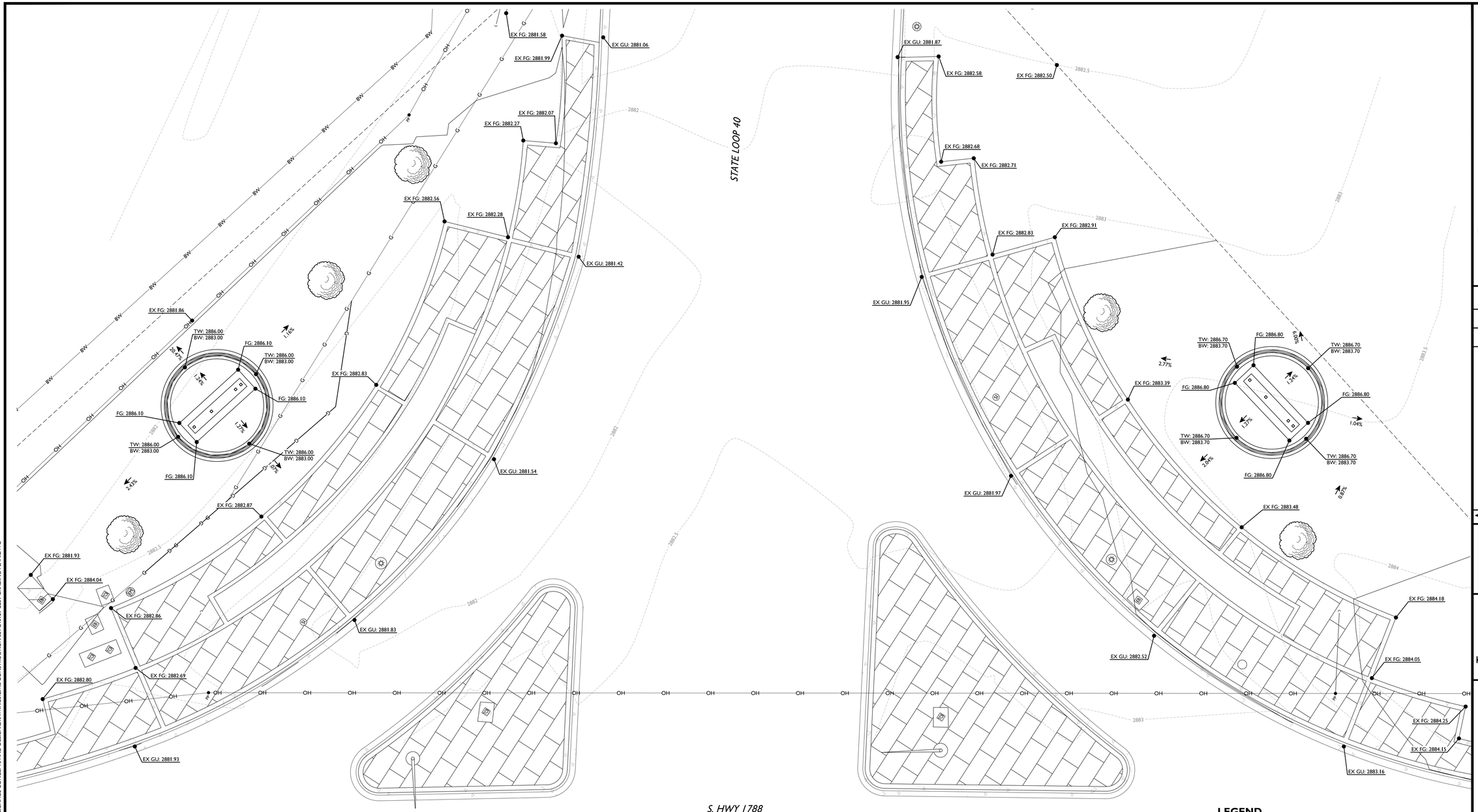

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0' 10' 20' 30'
SCALE 1" = 10'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- EM — DENOTES EXISTING ELECTRIC METER
- EB — DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- PP — DENOTES EXISTING POWER POLE
- U — DENOTES EXISTING UTILITY MARKER
- SWB — DENOTES SOUTHWESTERN BELL MANHOLE
- CB — DENOTES EXISTING CABLE BOX
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING REFLECTORS
- SI — DENOTES EXISTING SIGN
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOT LINE
- DENOTES EDGE OF ASPHALT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- E — DENOTES EXISTING ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE
- TP: XXXX.XX — DENOTES ELEVATION AS FOLLOWS:
  - FG FINISHED GRADE (TYP. LANDSCAPE)
  - EX DENOTES EXISTING
  - TW TOP OF WALL
  - BW BOTTOM OF WALL

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GENERAL STRUCTURAL NOTES

APPLY UNLESS NOTED ON STRUCTURAL DRAWINGS
IN CASE OF CONFLICT BETWEEN GSN, DETAILS AND
PLANS, THE GREATER REQUIREMENTS GOVERN.

GENERAL

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2021 INTERNATIONAL BUILDING CODE, INCLUDING AMENDMENTS, EXCEPT WHERE APPLICABLE CODES OR THE CONTRACT DOCUMENTS ARE MORE RESTRICTIVE.
2. THE SPECIFICATIONS AND REQUIREMENTS INDICATED ON THIS SHEET ARE INTENDED AS A BASIC SUMMARY OF THE MATERIAL, CONSTRUCTION AND INSPECTION REQUIREMENTS FOR THE PROJECT. IN THE EVENT OF CONFLICT BETWEEN THE REQUIREMENTS INDICATED, THE MORE STRINGENT WILL GOVERN.
3. FOR LOCATIONS AND DIMENSIONS OF SLEEVES, CURB, OPENINGS AND DEPRESSIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS, SEE ARCHITECTURAL, CIVIL, MECHANICAL DRAWINGS. CONTRACTOR SHALL VERIFY AND COORDINATE REQUIREMENT FOR AND LOCATION OF ABOVE ITEMS WHETHER SHOWN ON THE STRUCTURAL DRAWINGS OR NOT.
4. EMBEDDED ITEMS, SUCH AS PIPE SLEEVES, CONDUITS AND INSERTS SHALL BE IN PLACE BEFORE CONCRETE IS POURED. SEE ARCHITECTURAL, CIVIL, MECHANICAL DRAWINGS FOR ITEMS REQUIRING SLEEVES AND EMBEDMENTS IN CONCRETE WHICH ARE NOT SHOWN IN THE STRUCTURAL DRAWINGS.
5. ALL STRUCTURAL RELATED SHOP DRAWINGS SHALL BE SUBMITTED, REVIEWED & APPROVED BY THE ENGINEER OF RECORD PRIOR TO ERECTION/CONSTRUCTION.
6. STRUCTURAL DIMENSIONS AND OPENINGS CONTROLLED BY OR RELATED TO MECHANICAL OR ELECTRICAL EQUIPMENT SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. STRUCTURAL DIMENSIONS RELATED TO OR CONTROLLED BY EXISTING STRUCTURES SHALL BE VERIFIED IN FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING CONDITIONS, INCLUDING LOCATION AND DIMENSIONS OF ALL EXISTING CONSTRUCTION AND UTILITIES. CONTRACTOR SHALL NOTIFY ENGINEER IF THERE ARE CONFLICTS BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONSTRUCTION BEFORE PROCEEDING WITH WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION SHORING TO PROTECT AND SUPPORT FOUNDATION UNDER EXISTING STRUCTURES.
8. THE STRUCTURES ARE DESIGNED FOR STABILITY IN THE FINAL CONDITION ONLY. PROVIDE TEMPORARY BRACING AND SHORING AS REQUIRED FOR STABILITY DURING CONSTRUCTION.
9. THE GENERAL NOTES AND TYPICAL DETAILS ARE GENERAL AND APPLY THE ENTIRE PROJECT EXCEPT WHERE THERE ARE SPECIFIC INDICATIONS TO THE CONTRARY.

LOADING CRITERIA

1. **SUPERIMPOSED DEAD LOAD**
   A. ROOF..... NOT APPLICABLE
2. **LIVE LOADS**
   A. ROOF..... NOT APPLICABLE
3. **LATERAL LOADS**

   A. <u>WIND LOADS</u>
   - BASIC WIND SPEED: ..... 105 MPH
   - OCCUPANCY CATEGORY: ..... A
   - EXPOSURE: C

   B. <u>SEISMIC LOAD</u>
   - IMPORTANCE FACTOR: 1.0
   - RISK CATEGORY: I
   - SITE CLASS: ..... D
   - SPECTRAL RESPONSE COEFFICIENTS:..... Sds = 0.081 Sd1 = 0.043
   - SEISMIC DESIGN CATEGORY: ..... A

4. **SNOW LOAD:**
   - GROUND SNOW LOAD: (PG):..... 9 PSF
   - IMPORTANCE FACTOR: (Is): 1.0
   - THERMAL FACTOR: (Ct):..... 1.0

SOIL AND FOUNDATION

NO GEOTECHNICAL REPORT ASSOCIATED WITH THIS PROJECT SITE WAS PROVIDED. THE STRUCTURAL DESIGN HAS BEEN BASED ON THE FOLLOWING ASSUMED DESIGN CRITERIA PER IBC 1806.2. THE OWNER AND CONTRACTOR ARE TO ENSURE APPROPRIATE SOIL CONDITIONS ARE PROVIDED THAT MEET OR EXCEED THIS DESIGN CRITERIA; AND ALL WORK PERFORMED SHALL BE IN COMPLIANCE WITH THE PROVIDED DESIGN CRITERIA:

1. THE FOLLOWING EARTHWORK PROCEDURES ARE TO BE FOLLOWED WITHIN THE FOUNDATION AREA AND EXTENDING A MINIMUM OF 2'-0" BEYOND THE FOUNDATION LINES:
   A. THE TOP 12" OF EXISTING SOIL IS TO BE CLEARED OF EXISTING FOUNDATIONS, PAVING, DEBRIS, TREE ROOTS, AND VEGETATION, IF ANY.
   B. THE EXPOSED SOIL IS TO THEN BE SCARIFIED TO A DEPTH OF AT LEAST 9", PROCESSED AT OR SLIGHTLY ABOVE THE OPTIMIUM MOISTURE CONTENT, AND COMPACTED TO AT LEAST 95% OF MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 (STANDARD PROCTOR).
   C. SELECT FILL MATERIALS TO RAISE THE PAD ELEVATION SHOULD THEN BE COMPACTED IN LOOSE LIFTS 8" THICK, WITH EACH LIFT UNIFORMLY COMPACTED IN THE SAME MANNER AS DESCRIBED ABOVE PRIOR TO PLACING THE NEXT LIFT.
   D. BORROWED SELECT FILL MATERIALS, OR ACCEPTABLE ON-SITE MATERIALS, SHOULD HAVE A LIQUID LIMIT (LL) LESS THAN 35 AND THE PLASTICITY INDEX (PI) SHOULD BE FROM 7 TO 15.
2. THE FOLLOWING NET ALLOWABLE BEARING PRESSURES WERE UTILIZED IN THE DESIGN OF THE FOUNDATIONS (SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL, PER IBC 1806.2)

   SPREAD AND CONTINUOUS FOOTINGS ..... 1,500 PSF

CAST-IN-PLACE CONCRETE

1. CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF ACI 301 AND ACI 318
2. PROVIDE CONCRETE (WITH TYPE IL CEMENT) HAVING THE FOLLOWING GENERAL CHARACTERISTICS:

CLASS	28-DAY STRENGTH (PSI)	SLUMP RANGE (IN)	MAX AGGREGATE SIZE (IN)	W/C RATIO	USAGE
A	4,000	8" MAX	1"	0.55 MAX	ALL FOOTINGS & INTERIOR SLAB ON GRADE

<u>NOTE:</u> THE READY MIX-CONCRETE SHOULD ARRIVE AT THE TARGET SLUMP AND THE CONTRACTOR SHOULD NOT BE ALLOWED TO ADD WATER TO THE MIXTURE.

3. MINIMUM STRENGTH FOR REMOVAL OF FORMS AND SHORING SHALL BE 75% OF SPECIFIED STRENGTH AT 28 DAYS.
4. EXCEPT AS OTHERWISE REQUIRED, ALL EXPOSED CONCRETE CORNERS AND EDGES SHALL HAVE 3/4" CHAMFERS.
5. NO ADMIXTURES SHALL BE USED WITHOUT APPROVAL. NO AIR ENTRAINMENT SHALL BE ALLOWED IN FLAT SLABS. ADMIXTURES CONTAINING CHLORIDES SHALL NOT BE USED. CONCRETE SHALL NOT BE IN CONTACT WITH ALUMINUM.
6. FLY ASH (POZZOLAN) IF PERMITTED SHALL NOT EXCEED 15% REPLACEMENT OF TOTAL CEMENT CONTENT USING A 1:1 REPLACEMENT FACTOR

REINFORCING STEEL

1. LATEST ACI CODE AND DETAILING MANUAL APPLY. ALL REINFORCING BARS DEFORMED UNLESS NOTED OTHERWISE.
2. ALL REINFORCING SHALL BE ASTM A-615 GRADE 60
3. CLEAR CONCRETE COVER TO REINFORCING ARE AS FOLLOWS:
4. CAST-IN-PLACE CONCRETE (NON-PRESTRESSED):
   A. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....3"
   B. EXPOSED TO EARTH OR WEATHER:
      - #6 AND LARGER.....2"
      - #5 AND SMALLER.....1 1/2"

   C. SLAB ON GRADE.....2" BELOW TOP OF SLAB
5. SLAB REINFORCING SHALL BE LAPPED A MINIMUM OF 16".
6. LAP REINFORCING BARS IN CONTINUOUS FOOTINGS 30 BAR DIAMETERS OR 24" MINIMUM. ALL HORIZONTAL REINFORCING IN CONTINUOUS FOOTINGS AND WALLS SHALL BE CONTINUOUS AROUND CORNERS OR HAVE CORNER BARS OF THE SAME SIZE AND SPACING AS THE HORIZONTAL BARS AND LAP A MINIMUM OF 30 BAR DIAMETERS OR 24" MINIMUM.
7. WHERE BARS ARE SHOWN SPLICED, THEY MAY RUN CONTINUOUS AT CONTRACTOR'S OPTION.

MASONRY

1. BLOCK UNITS: GRADE N-1, RUNNING BOND. PRISM STRENGTH = 1500 PSI. MORTAR TYPES, 1800 PSI. GROUT 2000 PSI. ALL CONSTRUCTION BELOW GRADE OR IN CONTACT WITH SOIL SHALL USE TYPE I-II CEMENT FOR MASONRY UNITS, GROUT AND MORTAR, OTHER CONDITIONS MAY BE TYPE II CEMENT. NO POZZOLAN WILL BE PERMITTED IN MORTAR.
2. MECHANICALLY VIBRATE GROUT IN VERTICAL CELLS IMMEDIATELY AFTER POURING AND AGAIN ABOUT 5 MINUTES LATER. MAXIMUM GROUT LIFT WITHOUT CLEANOUTS 5'-0". STAY EACH END OF EACH VERTICAL REBAR USING SINGLE WIRE AND LOOP TYPE TIES. MAXIMUM VERTICAL SPACING OF TIES 8'-0".
3. LOCATE MASONRY CONTROL JOINTS AT 25 FEET MAXIMUM O.C.
4. MASONRY WALLS TO BE PARTIALLY GROUTED, GROUT REQUIRED: IN CELLS WITH REINFORCING, BOND BEAMS, LINTELS, AROUND EMBEDS AND OTHER LOCATIONS SPECIFICALLY CALLED FOR ON PLANS.
5. 8" WALL VERTICAL REINFORCING: LOCATE REINFORCING IN CENTER OF GROUT, AT CENTER OF WALL, CONTINUOUS FULL HEIGHT OF WALL AS FOLLOWS:
   A. (1) #5 AT ALL CORNERS, INTERSECTIONS, WALL ENDS, JAMBS, UNDER LINTELS, BEAMS, LONG SPAN JOIST BEARING POINTS, NEXT TO LINTELS AND BEAM POCKETS AND EACH SIDE OF EXPANSION OR CONTROL JOINTS.
   B. (1) #5 AT 48" O.C. ELSEWHERE, U.N.O.

STRUCTURAL STEEL

1. FOR ALL STRUCTURAL STEEL FABRICATION AND CONSTRUCTION LATEST AISC HANDBOOKS AND CODES SHALL APPLY. ALL STEEL FABRICATION IS REQUIRED TO BE COMPLETED BY AN APPROVED STEEL FABRICATOR RECOGNIZED BY THE BUILDING DEPARTMENT.
2. PREFERRED SPECIFICATIONS PER AISC:

   <u>STEEL</u>

WIDE FLANGE MEMBERS	ASTM A992 - GRADE 50
C, MC CHANNEL MEMBERS	ASTM A36 - 36 KSI
STEEL PIPE	ASTM A53 - GRADE 50
STEEL TUBE	ASTM A500 - GRADE C - 50 KSI
OTHER STEEL SHAPES	ASTM A572 - GRADE 50
STEEL PLATE	ASTM A36 - 36 KSI

3. UNLESS OTHERWISE NOTED MINIMUM CONNECTION SHALL BE 3/16" FILLET WELD 4" LONG, USING 1/4" CONNECTION MATERIAL AND DETAILED TO MINIMIZE BENDING IN THE CONNECTION.

WELDING

1. ALL CONSTRUCTION AND TESTING PER AMERICAN WELDING SOCIETY CODES AND RECOMMENDATIONS. ALL WELDING SHALL BE BY WELDERS HOLDING CURRENT VALID CERTIFICATES AND HAVING CURRENT EXPERIENCE IN TYPE OF WELD CALLED FOR. WELDING RODS TO BE LOW HYDROGEN TYPE, E70 FOR STRUCTURAL STEEL AND E60 FOR METAL DECK AND LIGHT GAGE STEEL STUDS.
2. ALL WELDING OF STRUCTURAL STEEL SHALL CONFORM TO THE "STRUCTURAL WELDING CODES-STEEL" AWS D1.1, CURRENT EDITION.
3. WELDS INDICATED MAY BE MADE IN SHOP OR FIELD WITH APPROVAL.

METAL STUD FRAMING

1. ALL LIGHT GAUGE STEEL FRAMING SHALL MEET THE REQUIREMENTS OF THE LATEST EDITIONS. LIGHT GAUGE METAL FRAMING CALL-OUTS SHOWN ON PLANS SHALL MEET OR EXCEED SECTIONS SPECIFIED BY THE METAL STUD MANUFACTURERS ASSOCIATION (REFERENCE ICC REPORT #4943P), OF THE AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBER.
2. ALL 16 GAUGE AND HEAVIER STUDS CALLED OUT ON PLANS SHALL HAVE MINIMUM Fy=50 KSI (ASTM A446 GRADE D OR ASTM A570). LIGHTER STUDS SHALL HAVE MINIMUM Fy=33 KSI (ASTM A446 GRADE A). GALVANIZED COATINGS SHALL MEET THE REQUIREMENTS OF ASTM A525.
3. BRIDGING SHALL BE COLD ROLLED CHANNEL, MINIMUM 1 1/2" DEEP WITH 9/16" FLANGE WIDTH PER TYPICAL DETAIL. SPACE BRIDGING AT 4'-0" MAXIMUM O.C. VERTICALLY.
4. DOUBLE UP STUDS AT ALL JAMBS UNLESS MORE STUDS ARE REQUIRED BY THE DRAWINGS, SEE TYPICAL DETAILS. PROVIDE LINTELS AT OPENINGS.

STRUCTURAL OBSERVATIONS

1. JOB SITE OBSERVATIONS BY THE PROFESSIONAL ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL CONSIST OF VISUAL OBSERVATION OF MATERIALS, EQUIPMENTS OR CONSTRUCTION WORK FOR THE PURPOSE OF ASCERTAINING THAT THE WORK IS IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS AND WITHIN THE DESIGN INTENT. SUCH OBSERVATIONS SHALL NOT BE RELIED UPON BY OTHERS AS ACCEPTANCE OF THE WORK, NOR SHALL IT BE CONSTRUCTED TO RELIEVE THE CONTRACTOR IN ANY WAY FROM HIS OBLIGATIONS AND RESPONSIBILITY UNDER THE CONSTRUCTION CONTRACT. SPECIFICALLY BUT WITHOUT LIMITATIONS, OBSERVATIONS BY THE DESIGN PROFESSIONAL SHALL NOT REQUIRE THE DESIGN PROFESSIONAL TO ANSWER RESPONSIBILITY FOR THE MEANS AND METHODS OF CONSTRUCTION, NOR FOR SAFETY ON THE JOB SITE.
2. NOTIFY ENGINEER 48 HOURS IN ADVANCE WHEN A STRUCTURAL OBSERVATION IS REQUIRED. NOTIFY THE ENGINEER FOR THE FOLLOWING ITEMS:
   2.1 BEFORE PLACEMENT OF CONCRETE FOR FOUNDATIONS AND SLAB.
   2.2 AFTER FRAMING OF ROOF STRUCTURE BUT BEFORE PLACEMENT OF ROOFING MATERIAL.

SHOP DRAWINGS & SUBMITTALS

1. SHOP DRAWINGS SHALL BE PREPARED AND SUBMITTED FOR REVIEW TO THE STRUCTURAL ENGINEER FOR EACH STRUCTURAL BUILDING MATERIAL AS INDICATED IN THE STRUCTURAL GENERAL NOTES AND THE CONTRACT SPECIFICATIONS. SEE THE CONTRACT SPECIFICATION FOR SUBMITTAL PROCEDURE AND ADDITIONAL INFORMATION.
2. SHOP DRAWINGS SHALL USE DRAFTING LINE WORK AND LETTERING THAT IS CLEARLY LEGIBLE. SHOP DRAWINGS SHALL NOT CONTAIN REPRODUCTIONS OF THE CONTRACT DRAWINGS PLANS OR DETAILS.
3. SHOP DRAWINGS SHALL SHOW CLEAR AND COMPLETE INFORMATION FOR THE FABRICATION (DETAIL SHEETS AND/OR MATERIAL LIST) AND INSTALLATION.
4. ALLOW A MINIMUM OF (2) WEEKS FOR REVIEW OF EACH SET OF SHOP DRAWINGS.
5. THE CONTRACTOR SHALL REVIEW THE SHOP DRAWINGS SUBMITTED BY THE SUBCONTRACTOR AND COORDINATE SHOP DRAWINGS WITH ALL OTHER TRADES.
6. THE CONTRACTOR SHALL ANSWER ALL QUESTIONS OR CLARIFICATIONS BY THE SUBCONTRACTOR BEFORE SUBMITTING TO THE ENGINEER FOR REVIEW. ANY QUESTIONS THAT THE CONTRACTOR CANNOT ANSWER WITH THE INFORMATION ON THE DRAWINGS SHALL CLEARLY BE MARKED FOR THE ENGINEER FOR REVIEW.
7. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, SEE NOTE 3 & 6 UNDER GENERAL NOTES.
8. REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS FOR GENERAL CONFORMANCE TO THE STRUCTURAL DRAWINGS. APPROVAL OF THE SHOP DRAWINGS BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR FOR ANY ERRORS IN DIMENSIONS OR MATERIALS INDICATED ON THE SHOP DRAWINGS.

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NE PROJECT #: 25139

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APPROVED BY: RNN
DATE 01/15/2026
JOB 240121

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GENERAL STRUCTURAL NOTES

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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ROSS N. NIEMAN
115922
LICENSED
PROFESSIONAL ENGINEER
01/15/2026

SHEET S1 OF 5

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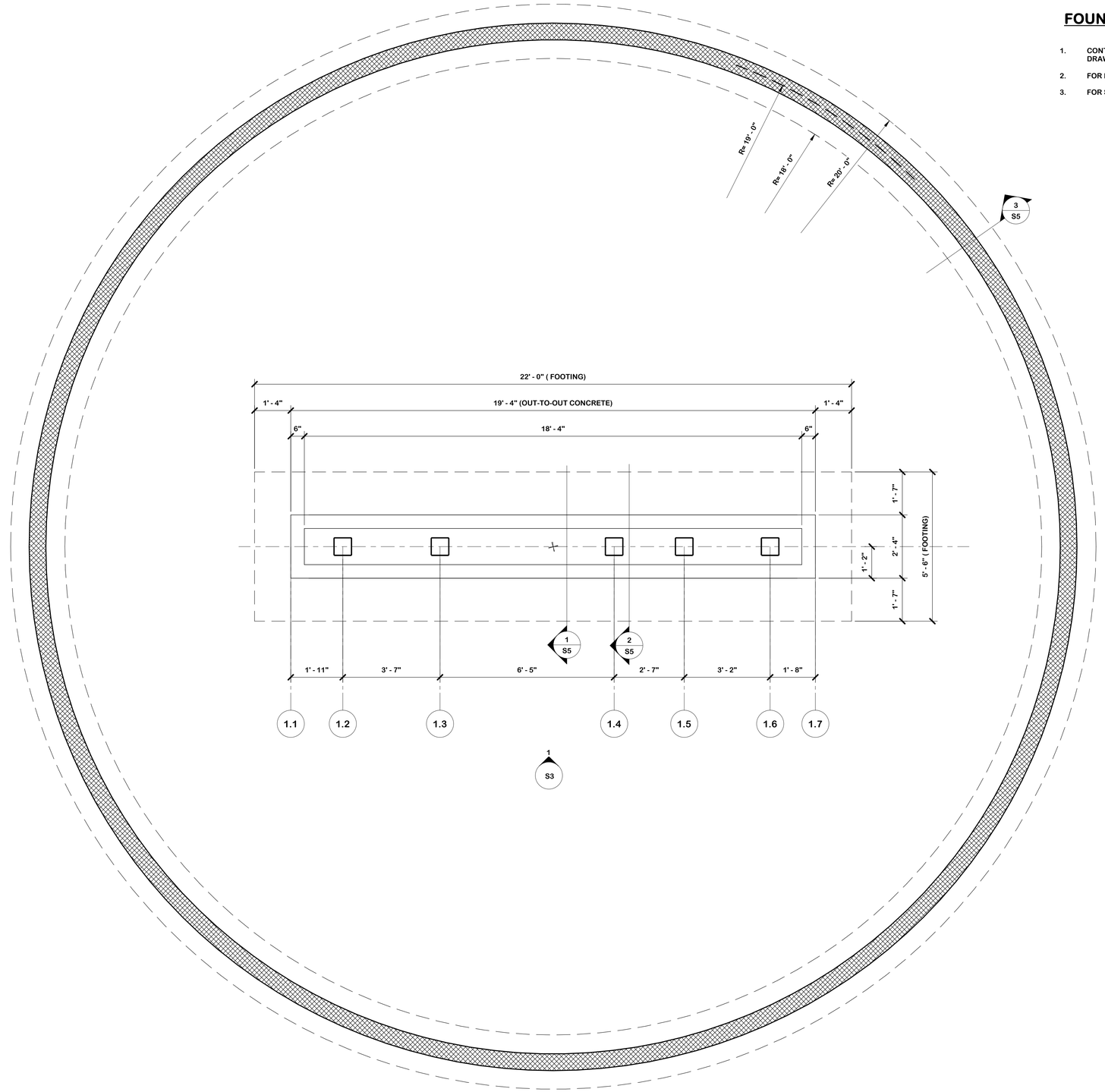
FOUNDATION NOTES

1. CONTRACTOR SHALL VERIFY ANY DIMENSIONS SHOWN WITH ARCHITECTURAL DRAWINGS.
2. FOR FOOTING EXCAVATION AND SOIL PREPARATION REQUIREMENTS SEE G.S.N.
3. FOR SIDEWALK LOCATIONS, SEE ARCH'L DRAWINGS.



1 MONUMENT STYLE 1 FOUNDATION PLAN

1/2" = 1'-0"

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MONUMENT STYLE 1 FOUNDATION PLAN

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STATE OF TEXAS
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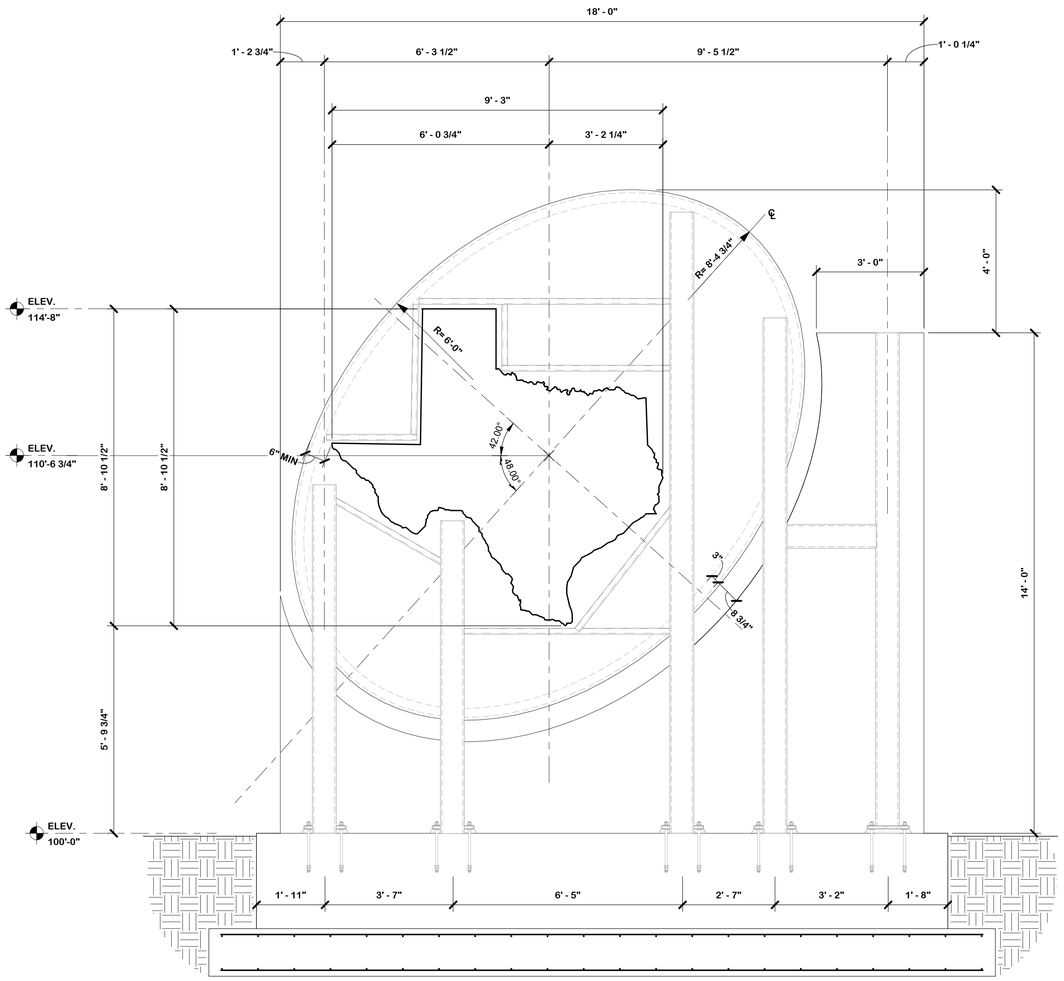
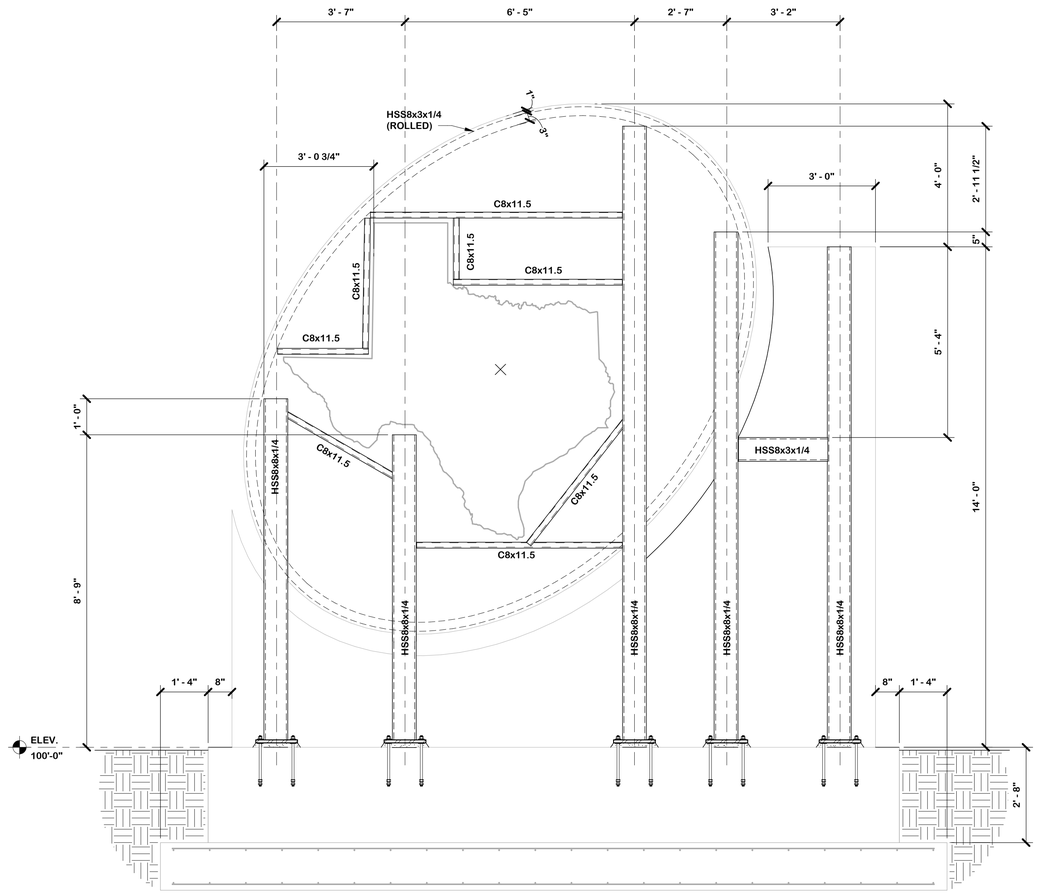
115922
LICENSED PROFESSIONAL ENGINEER
01/15/2026

SHEET S2 OF 5



1 **MONUMENT STYLE 1 ELEVATION VIEW**
1/2" = 1'-0"



2 **MONUMENT STYLE 1 ELEVATION VIEW**
1/2" = 1'-0"

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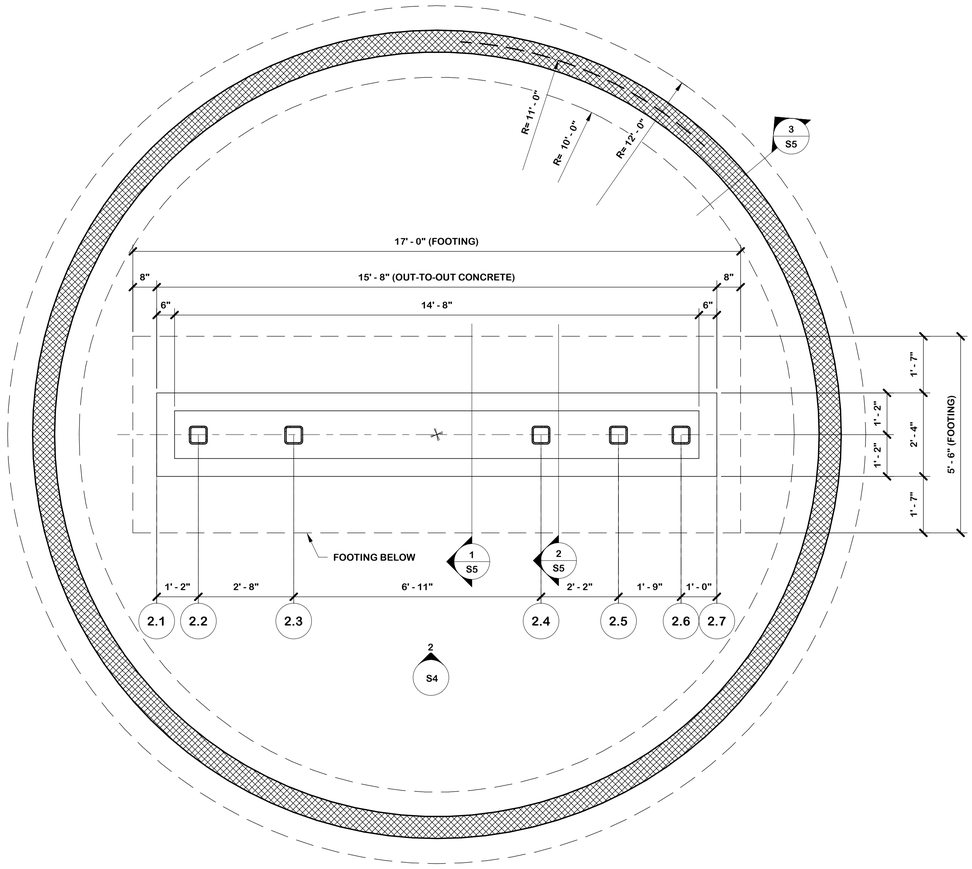
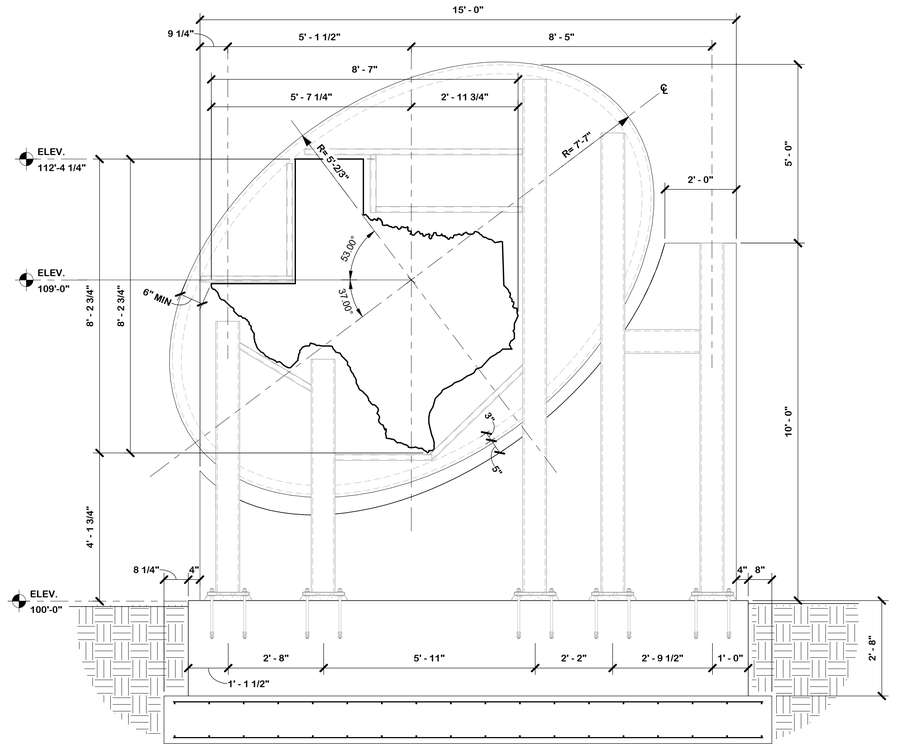
PROFESSIONAL ENGINEER
01/15/2026

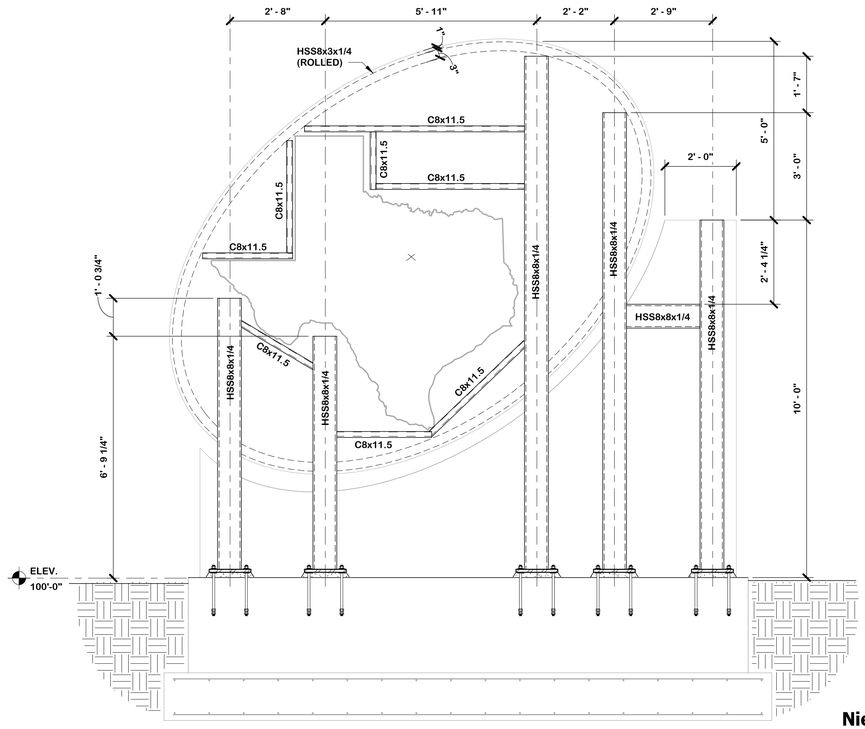
SHEET S3 OF 5



1 MONUMENT STYLE 2 FOUNDATION PLAN
1/2" = 1'-0"



2 MONUMENT STYLE 2 ELEVATION VIEW
1/2" = 1'-0"



3 MONUMENT STYLE 2 ELEVATION VIEW
1/2" = 1'-0"

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MONUMENT STYLE 2 FOUNDATION PLAN

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STATE OF TEXAS
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REGISTERED PROFESSIONAL ENGINEER
01/15/2026

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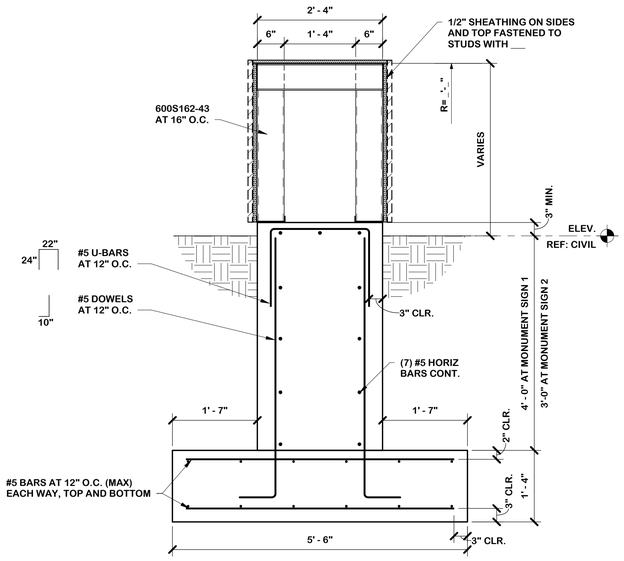
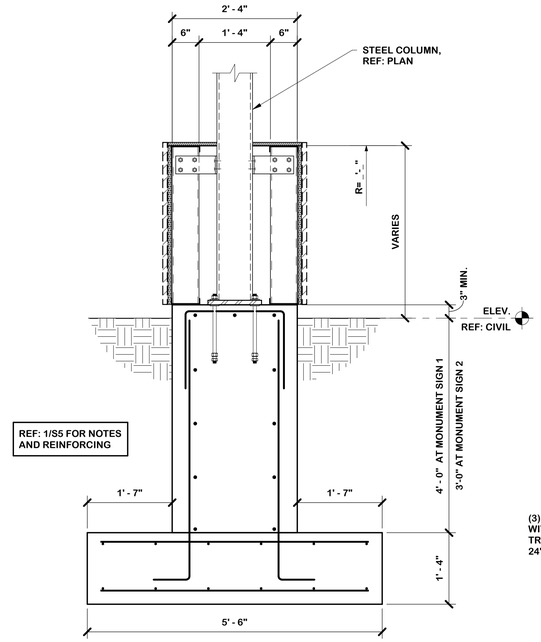


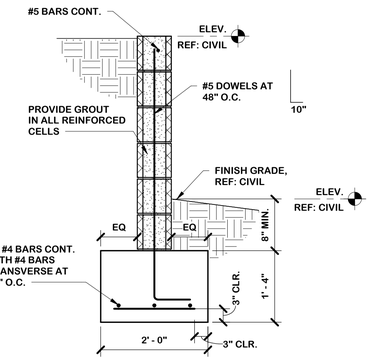
1 MONTUMENT BASE SECTION VIEW

3/4" = 1'-0"



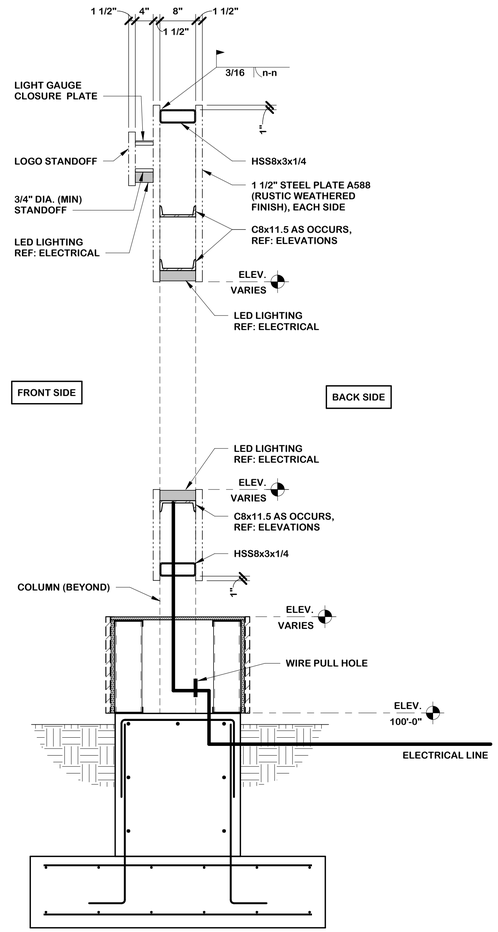
2 MOUMENT BASE SECTION VIEW

3/4" = 1'-0"



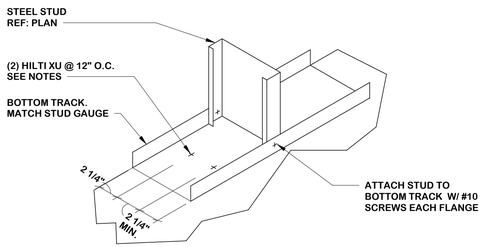
3 CMU RETAINING WALL DETAIL

3/4" = 1'-0"



4 TYPICAL MONUMENT SECTION VIEW

3/4" = 1'-0"



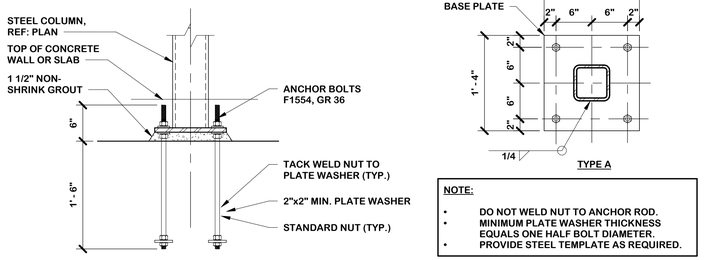
NOTES:

1. USE (1) HILTI XU POWER DRIVEN PINS IF STUD WALL HEIGHT IS LESS THAN 12'-0". CENTER PIN IN BOTTOM TRACK.
2. USE (2) HILTY XU POWER FOR HEIGHT BETWEEN 12'-0" TO 18'-0"

5 STEEL STUD ATTACHMENT TO CONCRETE BASE

1/2" = 1'-0"

S345



NOTE:

- DO NOT WELD NUT TO ANCHOR ROD.
- MINIMUM PLATE WASHER THICKNESS EQUALS ONE HALF BOLT DIAMETER.
- PROVIDE STEEL TEMPLATE AS REQUIRED.

6 TYPICAL COLUMN BASE PLATE

1" = 1'-0"

BP201

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TYPICAL DETAILS

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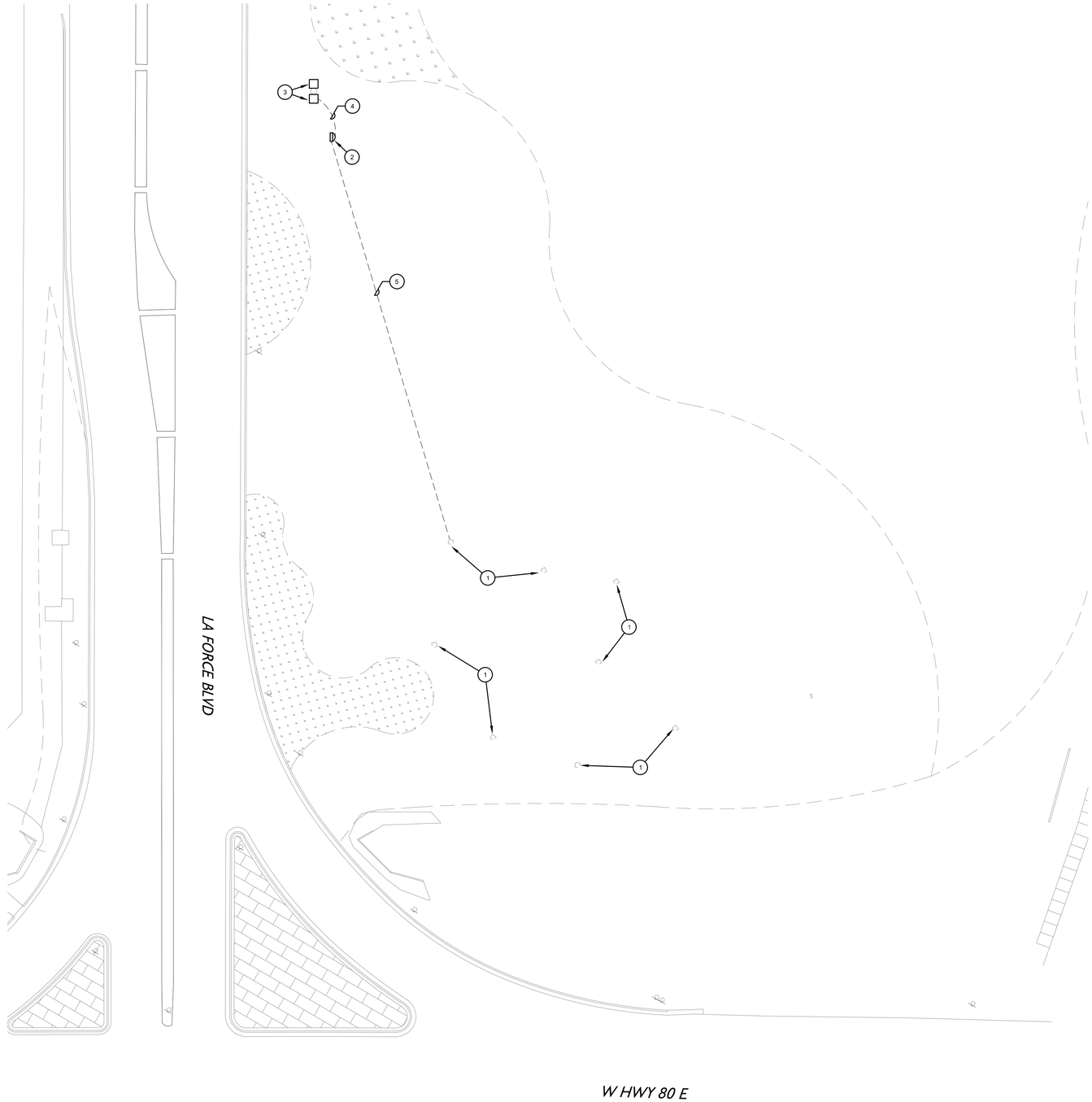

SITE PLAN - ELECTRICAL DEMOLITION
SCALE: 1" = 20'-0"

NORTH (LA FORCE BLVD)

General Notes Layout1

GENERAL NOTES:

A. CONTRACTOR SHALL VERIFY EXISTING LOCATION OF ALL UTILITIES AT JOBSITE PRIOR TO ANY BORING / TRENCHING, ETC.

B. REFER TO CIVIL PLANS FOR ADDITIONAL SITE COORDINATION OF CONDUITS, UTILITIES, ETC.

C. ANY OVERHEAD, UNDERGROUND OR OTHER TYPE OF MECHANICAL, ELECTRICAL OR COMMUNICATION SERVICES OF ANY NATURE DAMAGED BY THE CONSTRUCTION SHALL BE RESTORED TO WORKING CONDITION DURING AND AFTER CONSTRUCTION TO THE SATISFACTION OF THE OWNER. THE OWNER WILL MAKE EVERY EFFORT TO ASSIST THE CONTRACTOR, BUT THE LOCATION OF THE SERVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

D. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS BEFORE BIDDING TO DETERMINE THE TOTAL SCOPE OF WORK REQUIRED AND INCLUDE ALL IN BID.

Keyed Notes Layout1

KEYED NOTES:

(1) EXISTING IN-GROUND LIGHT FIXTURE AND ALL ASSOCIATED CONDUIT, WIRING AND CONCRETE BASES TO BE REMOVED.

(2) EXISTING RACK MOUNTED ELECTRICAL LIGHTING CONTACTOR ENCLOSURE, ONCOR UTILITY METER AND IRRIGATION CONTROLLER TO REMAIN.

(3) EXISTING UTILITY COMPANY (ONCOR) SERVICE PEDESTAL, ONCOR UTILITY METER AND ENCLOSED CIRCUIT BREAKERS TO REMAIN.

(4) EXISTING UNDERGROUND ELECTRICAL SECONDARY SERVICE TO REMAIN.

(5) EXISTING UNDERGROUND ELECTRICAL BRANCH CIRCUITS AND CONDUITS SERVING IN-GROUND LIGHT FIXTURES TO BE DISCONNECTED AND CUT 18" BELOW GRADE.

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MONUMENT SIGNS
LA FORCE BLVD & SLOAN FIELD BLVD.
MIDLAND INTERNATIONAL AIRPORT
INDUSTRIAL PARK
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

BSA CONSULTING ENGINEERS, PLLC — STATE OF TEXAS — MONTY BRADSHAW — 86435 — LICENSED PROFESSIONAL ENGINEER — 12/5/2025

SHEET ES1.1 OF 6

BSA Consulting Engineers, PLLC
TEXAS FIRM REGISTRATION NO. F-4415
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424
Phone: 806.780.7475
www.bsaengineering.com

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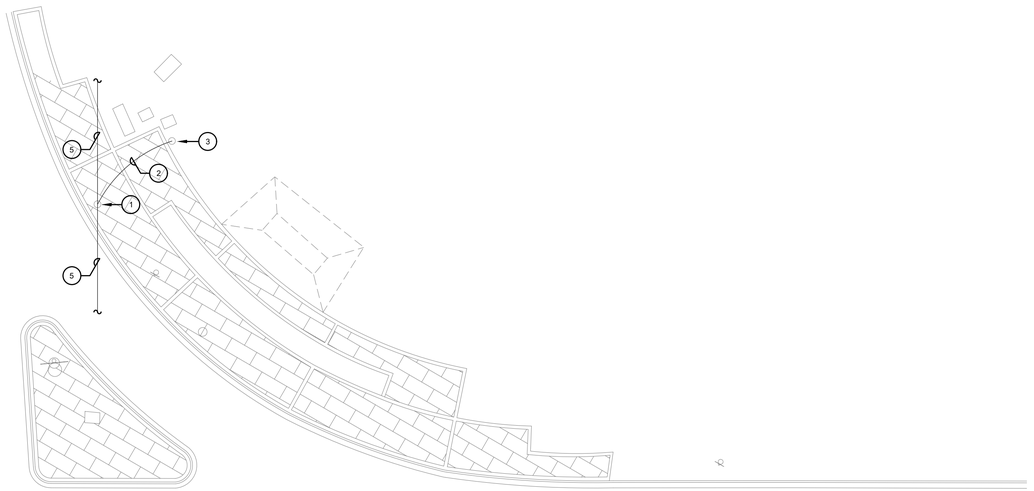

SLOAN FIELD BLVD (LOOP 40)

N STATE HWY 349 (FM 788)



SITE PLAN - ELECTRICAL DEMOLITION

SCALE: 1" = 20'-0"

(SLOAN FIELD BLVD)

NORTH

General Notes ES1.2

GENERAL NOTES:

A. CONTRACTOR SHALL VERIFY EXISTING LOCATION OF ALL UTILITIES AT JOBSITE PRIOR TO ANY BORING / TRENCHING, ETC.

B. REFER TO CIVIL PLANS FOR ADDITIONAL SITE COORDINATION OF CONDUITS, UTILITIES, ETC.

C. ANY OVERHEAD, UNDERGROUND OR OTHER TYPE OF MECHANICAL, ELECTRICAL OR COMMUNICATION SERVICES OF ANY NATURE DAMAGED BY THE CONSTRUCTION SHALL BE RESTORED TO WORKING CONDITION DURING AND AFTER CONSTRUCTION TO THE SATISFACTION OF THE OWNER. THE OWNER WILL MAKE EVERY EFFORT TO ASSIST THE CONTRACTOR, BUT THE LOCATION OF THE SERVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

D. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS BEFORE BIDDING TO DETERMINE THE TOTAL SCOPE OF WORK REQUIRED AND INCLUDE ALL IN BID.

Keyed Notes ES1.2

KEYED NOTES:

1. EXISTING UTILITY POWER POLE WITH SINGLE PHASE TRANSFORMER TO REMAIN.
2. EXISTING 120/240 VOLT, SINGLE PHASE OVERHEAD SECONDARY SERVICE DROP TO REMAIN.
3. EXISTING RACK MOUNTED METER BASE, ONCOR UTILITY METER AND LOAD CENTER SERVING TRAFFIC SIGNAL CONTROLLER TO REMAIN.
4. EXISTING UTILITY POWER POLE TO REMAIN.
5. EXISTING OVERHEAD THREE PHASE PRIMARY TO REMAIN.

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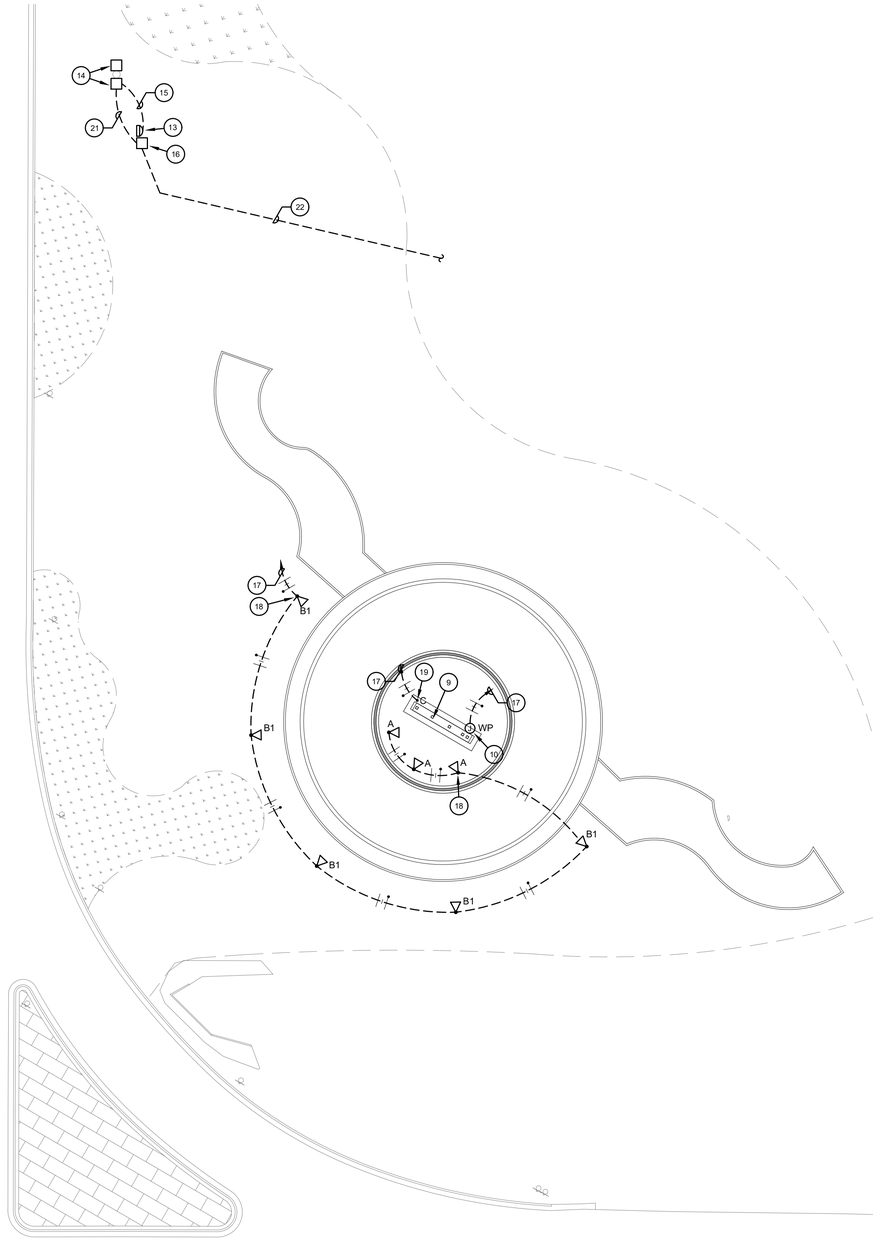
SITE PLAN - ELECTRICAL

SCALE: 1" = 20'-0" (SLOAN FIELD BLVD)

NORTH



SITE PLAN - ELECTRICAL

SCALE: 1" = 20'-0" (LA FORCE BLVD)

NORTH

General Notes ES2.1

GENERAL NOTES:

A. CONTRACTOR SHALL VERIFY EXISTING LOCATION OF ALL UTILITIES AT JOBSITE PRIOR TO ANY BORING / TRENCHING, ETC.

B. REFER TO CIVIL PLANS FOR ADDITIONAL SITE COORDINATION OF CONDUITS, UTILITIES, ETC.

C. ANY OVERHEAD, UNDERGROUND OR OTHER TYPE OF MECHANICAL, ELECTRICAL OR COMMUNICATION SERVICES OF ANY NATURE DAMAGED BY THE CONSTRUCTION SHALL BE RESTORED TO WORKING CONDITION DURING AND AFTER CONSTRUCTION TO THE SATISFACTION OF THE OWNER. THE OWNER WILL MAKE EVERY EFFORT TO ASSIST THE CONTRACTOR, BUT THE LOCATION OF THE SERVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

D. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS BEFORE BIDDING TO DETERMINE THE TOTAL SCOPE OF WORK REQUIRED AND INCLUDE ALL IN BID.

KEYED NOTES:

1. EXISTING UTILITY POWER POLE WITH SINGLE PHASE TRANSFORMER TO REMAIN.
2. EXISTING 120/240 VOLT, SINGLE PHASE OVERHEAD SECONDARY SERVICE DROP TO REMAIN.
3. EXISTING RACK MOUNTED METER BASE, ONCOR UTILITY METER AND LOAD CENTER SERVING TRAFFIC SIGNAL CONTROLLER TO REMAIN.
4. EXISTING UTILITY POWER POLE WITH NEW SINGLE PHASE TRANSFORMER AND SERVICE DROP BY POWER COMPANY (ONCOR).
5. EXISTING OVERHEAD THREE PHASE PRIMARY TO REMAIN.
6. NEW 120/240V, SINGLE PHASE OVERHEAD SECONDARY SERVICE DROP BY POWER COMPANY (ONCOR).
7. NEW FREE-STANDING PAD MOUNTED COMBINATION METER BASE AND LOAD CENTER (LC1) BY ELECTRICAL CONTRACTOR SHALL BE EQUAL TO MYERS POWER PRODUCTS, INC NO. MEUG16-M100 / MUEG16-BASE. PROVIDE WITH A 100A-2P MAIN CIRCUIT BREAKER, SIX (6) 20A-1P BRANCH CIRCUIT BREAKERS, A 20A-6P CONTACTOR AND LIGHTING PHOTOCELL. CONTACTOR SHALL BE CONTROLLED VIA PHOTOCELL. UTILITY METER BY POWER COMPANY (ONCOR).
8. NEW FREE-STANDING PAD MOUNTED COMBINATION METER BASE AND LOAD CENTER (LC2) BY ELECTRICAL CONTRACTOR SHALL BE EQUAL TO MYERS POWER PRODUCTS, INC NO. MEUG16-M100 / MUEG16-BASE. PROVIDE WITH A 100A-2P MAIN CIRCUIT BREAKER, SIX (6) 20A-1P BRANCH CIRCUIT BREAKERS, A 20A-6P CONTACTOR AND LIGHTING PHOTOCELL. CONTACTOR SHALL BE CONTROLLED VIA PHOTOCELL. UTILITY METER BY POWER COMPANY (ONCOR).
9. NEW MONUMENT STRUCTURE/SIGNAGE BY OTHERS.
10. WEATHERPROOF J-BOX TO SERVE POWER CONNECTIONS TO MONUMENT SIGNAGE BACKLIT LETTERS. PROVIDE FINAL TERMINATIONS TO BACKLIT LETTERS AS REQUIRED.
11. 2 #12 & #12 GR. IN 3/4" CONDUIT TO A 20A-1P CIRCUIT BREAKER IN NEW LOADCENTER "LC1".
12. 2 #12 & #12 GR. IN 3/4" CONDUIT TO A 20A-1P CIRCUIT BREAKER IN NEW LOADCENTER "LC2".
13. EXISTING RACK MOUNTED ELECTRICAL LIGHTING CONTACTOR ENCLOSURE, ONCOR UTILITY METER AND IRRIGATION CONTROLLER TO REMAIN.
14. EXISTING UTILITY COMPANY (ONCOR) SERVICE PEDESTAL, ONCOR UTILITY METER AND ENCLOSED CIRCUIT BREAKERS TO REMAIN.
15. EXISTING UNDERGROUND ELECTRICAL SECONDARY SERVICE TO REMAIN.
16. NEW FREE-STANDING PAD MOUNTED COMBINATION METER BASE AND LOAD CENTER (LC3) BY ELECTRICAL CONTRACTOR SHALL BE EQUAL TO MYERS POWER PRODUCTS, INC NO. MEUG16-M100 / MUEG16-BASE. PROVIDE WITH A 100A-2P MAIN CIRCUIT BREAKER, SIX (6) 20A-1P BRANCH CIRCUIT BREAKERS, A 20A-6P CONTACTOR AND LIGHTING PHOTOCELL. CONTACTOR SHALL BE CONTROLLED VIA PHOTOCELL. UTILITY METER BY POWER COMPANY (ONCOR).
17. 2 #10 & #10 GR. IN 3/4" CONDUIT TO A 20A-1P CIRCUIT BREAKER IN NEW LOADCENTER "LC3".
18. TYPICAL GROUND MOUNTED FLOODLIGHT (TYPE NOTED). VERIFY EXACT MOUNTING LOCATION AND AIMINGWITH ENGINEER.
19. LED TAPE LIGHT TO BE MOUNTED WITHIN MONUMENT SIGNAGE TO ILLUMINATE INSIDE OF SIGNAGE.
20. NEW SERVICE MAST WITH WEATHERHEAD TO SERVE NEW LOAD CENTER. COORDINATE ALL REQUIREMENTS WITH POWER COMPANY (ONCOR) PRIOR TO BID.
21. NEW UNDERGROUND SECONDARY SERVICE FROM EXISTING UTILITY PEDESTAL (ONCOR). COORDINATE ALL REQUIREMENTS WITH POWER COMPANY (ONCOR) PRIOR TO BID.
22. TWO (2) 3/4" UNDERGROUND CONDUITS WITH PULLSTRINGS STUBBED OUT TO SERVE FUTURE PARKING LOT LIGHTING.

LIGHTING FIXTURE SCHEDULE - MIDLAND AIR & SPACE PORT MONUMENTS - MIDLAND, TX

TYPE	VOLTS	MOUNTING	MANUFACTURER	CATALOG NUMBER	LAMPS	INPUT WATTS	NOTES
A	120	GROUND	KIM	KFL1-BL-20-4K7-VF-UNV-K-DBT / SM18-DBT	LED	20 W	---
B1	120	GROUND	KIM	KFL1-BL-20-4K7-MF-UNV-K-DBT / SM18-DBT	LED	20 W	---
B2	120	GROUND	KIM	KFL1-BL-20-4K7-WF-UNV-K-DBT / SM18-DBT	LED	20 W	---
C	120	SURFACE	LEDI	NF1-120V-T0806S-40 (50')/ CON-2C-FAS-1E-HW10 / SURGE-120V-05K	LED	4.3 W/FT	1
C1	120	SURFACE	LEDI	NF1-120V-T0806S-40 (40')/ CON-2C-FAS-1E-HW10 / SURGE-120V-05K	LED	4.3 W/FT	1

LIGHTING FIXTURE NOTES:
1. PROVIDE ALL NECESSARY CONNECTORS, MOUNTING CLIPS, HARDWARE, ADHESIVE, ETC. TO SURFACE MOUNT SECURELY TO METAL SIGNAGE.

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REVISIONS

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APPROVED BY: MDB
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LA FORCE BLVD & SLOAN FIELD BLVD.
MIDLAND INTERNATIONAL AIRPORT
INDUSTRIAL PARK
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

BSA CONSULTING ENGINEERS, PLLC — STATE OF TEXAS — MONTY BRADSHAW — 86435 — LICENSED PROFESSIONAL ENGINEER — 12/5/2025

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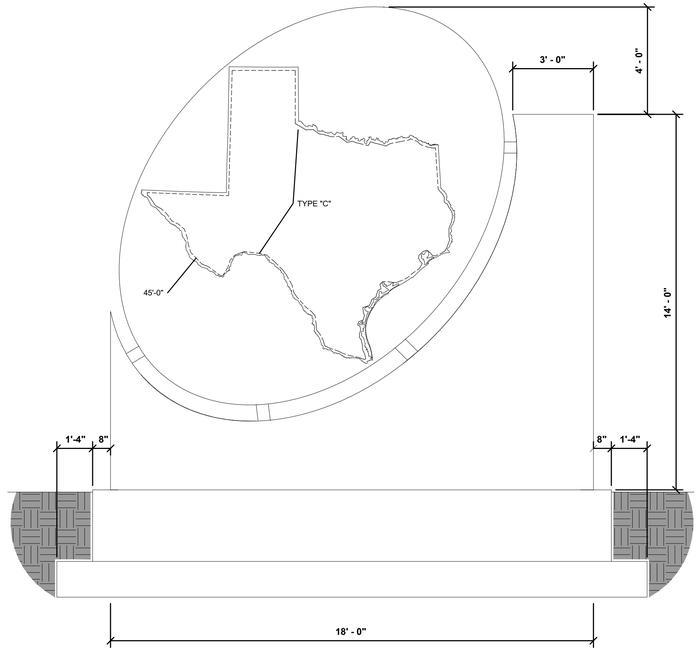
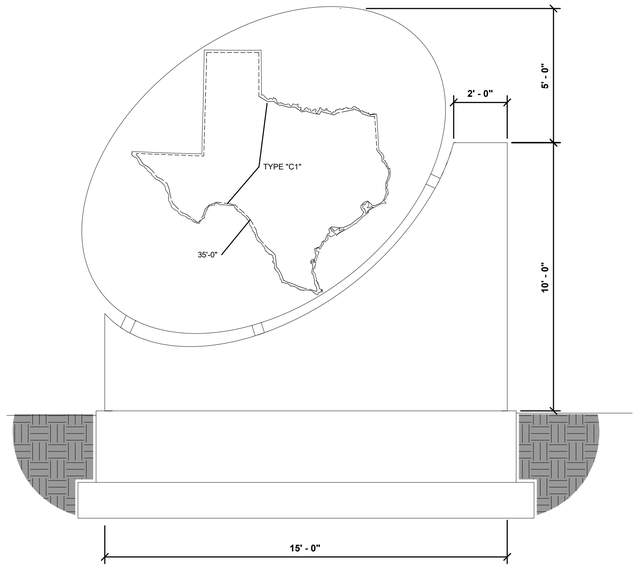


MONUMENT STYLE 1 ELEVATION VIEW

SCALE: 3/8" = 1'-0"

(LA FORCE BLVD)



MONUMENT STYLE 2 ELEVATION VIEW

SCALE: 3/8" = 1'-0"

(SLOAN FIELD BLVD)

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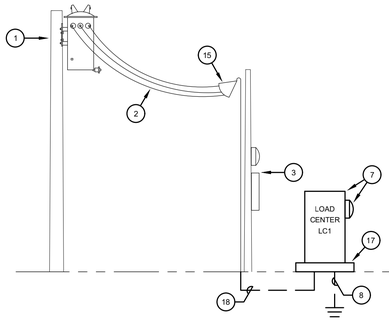
SHEET ES2.2 OF 6

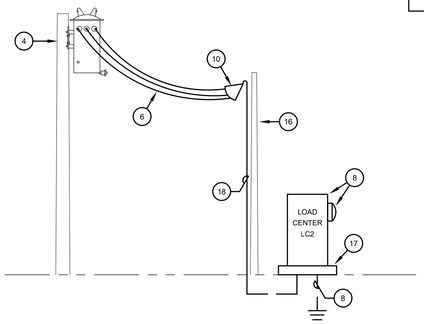
NOTE: CONTRACTOR SHALL VERIFY ALL SERVICE CONDITIONS WITH POWER COMPANY (ONCOR) PRIOR TO BID AND INCLUDE ALL LABOR, MATERIALS, SERVICE FEES NECESSARY FOR A COMPLETE INSTALLATION.

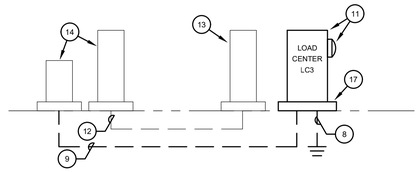
ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION (NOT ALL SYMBOLS ARE USED)
A	FLOOD LIGHT FIXTURE - TYPE NOTED
J	JUNCTION BOX LOCATION
	CIRCUIT INDICATION - PHASE, NEUTRAL, SWITCH LEG, GROUND
	CIRCUIT RUN TO PANELBOARD - NUMBER OF WIRES SHOWN
	SURFACE MOUNTED ELECTRICAL PANELBOARD



ELECTRICAL RISER DIAGRAM
NO SCALE (SLOAN FIELD BLVD)

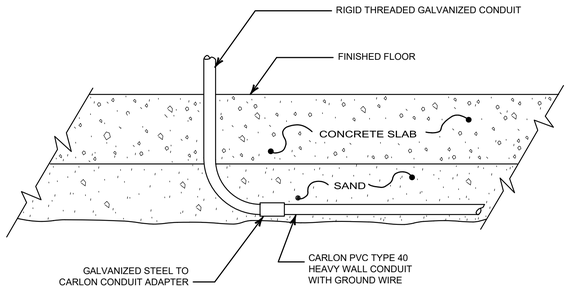




ELECTRICAL RISER DIAGRAM
NO SCALE (LA FORCE BLVD)

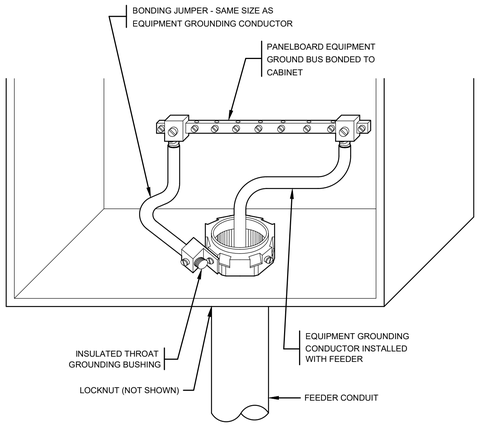
RISER DIAGRAM KEYED NOTES:

1. EXISTING UTILITY POWER POLE WITH SINGLE PHASE TRANSFORMER TO REMAIN.
2. EXISTING 120/240 VOLT, SINGLE PHASE OVERHEAD SECONDARY SERVICE DROP TO REMAIN.
3. EXISTING POLE MOUNTED METER BASE, ONCOR UTILITY METER AND LOAD CENTER SERVING TRAFFIC SIGNAL CONTROLLER TO REMAIN.
4. EXISTING UTILITY POWER POLE WITH NEW SINGLE PHASE TRANSFORMER AND SERVICE DROP BY POWER COMPANY (ONCOR).
5. #8 GR. IN 1/2" CONDUIT.
6. NEW 120/240V, SINGLE PHASE OVERHEAD SECONDARY SERVICE DROP BY POWER COMPANY (ONCOR).
7. NEW FREE-STANDING PAD MOUNTED COMBINATION METER BASE AND LOAD CENTER (LC1) BY ELECTRICAL CONTRACTOR SHALL BE EQUAL TO MYERS POWER PRODUCTS, INC NO. MEUG16-M100 / MUEG16-BASE. PROVIDE WITH A 100A-2P MAIN CIRCUIT BREAKER, SIX (6) 20A-1P BRANCH CIRCUIT BREAKERS, A 20A-6P CONTACTOR AND LIGHTING PHOTOCELL. CONTACTOR SHALL BE CONTROLLED VIA PHOTOCELL. UTILITY METER BY POWER COMPANY (ONCOR). ANCHOR BASE TO CONCRETE PAD AS REQUIRED.
8. NEW FREE-STANDING PAD MOUNTED COMBINATION METER BASE AND LOAD CENTER (LC2) BY ELECTRICAL CONTRACTOR SHALL BE EQUAL TO MYERS POWER PRODUCTS, INC NO. MEUG16-M100 / MUEG16-BASE. PROVIDE WITH A 100A-2P MAIN CIRCUIT BREAKER, SIX (6) 20A-1P BRANCH CIRCUIT BREAKERS, A 20A-6P CONTACTOR AND LIGHTING PHOTOCELL. CONTACTOR SHALL BE CONTROLLED VIA PHOTOCELL. UTILITY METER BY POWER COMPANY (ONCOR). ANCHOR BASE TO CONCRETE PAD AS REQUIRED.
9. NEW UNDERGROUND SECONDARY SERVICE FROM EXISTING UTILITY PEDESTAL (ONCOR). INSTALL 3 #2 IN 1-1/4" CONDUIT. COORDINATE ALL REQUIREMENTS WITH POWER COMPANY (ONCOR) PRIOR TO BID.
10. NEW SERVICE MAST WITH WEATHERHEAD TO SERVE NEW LOAD CENTER. COORDINATE ALL REQUIREMENTS WITH POWER COMPANY (ONCOR) PRIOR TO BID.
11. NEW FREE-STANDING PAD MOUNTED COMBINATION METER BASE AND LOAD CENTER (LC3) BY ELECTRICAL CONTRACTOR SHALL BE EQUAL TO MYERS POWER PRODUCTS, INC NO. MEUG16-M100 / MUEG16-BASE. PROVIDE WITH A 100A-2P MAIN CIRCUIT BREAKER, SIX (6) 20A-1P BRANCH CIRCUIT BREAKERS, A 20A-6P CONTACTOR AND LIGHTING PHOTOCELL. CONTACTOR SHALL BE CONTROLLED VIA PHOTOCELL. UTILITY METER BY POWER COMPANY (ONCOR). ANCHOR BASE TO CONCRETE PAD AS REQUIRED.
12. EXISTING UNDERGROUND ELECTRICAL SECONDARY SERVICE TO REMAIN.
13. EXISTING POLE MOUNTED ELECTRICAL LIGHTING CONTACTOR ENCLOSURE, ONCOR UTILITY METER AND IRRIGATION CONTROLLER TO REMAIN.
14. EXISTING UTILITY COMPANY (ONCOR) SERVICE PEDESTAL, ONCOR UTILITY METER AND ENCLOSED CIRCUIT BREAKERS TO REMAIN.
15. PROVIDE / INSTALL NEW SERVICE MAST AND WEATHERHEAD TO SERVE NEW LOADCENTER LC1. CONNECT NEW SERVICE MAST / WEATHERHEAD TO EXISTING SERVICE DROP.
16. NEW 4" X 20' STEEL RISER POLE WITH SERVICE MAST AND WEATHERHEAD BY ELECTRICAL CONTRACTOR.
17. INSTALL 6" CONCRETE EQUIPMENT PAD.
18. 3 #2 IN 1-1/4" RIGID STEEL CONDUIT UP RISER POLE. PVC SCHEDULE 80 FOR UNDERGROUND.

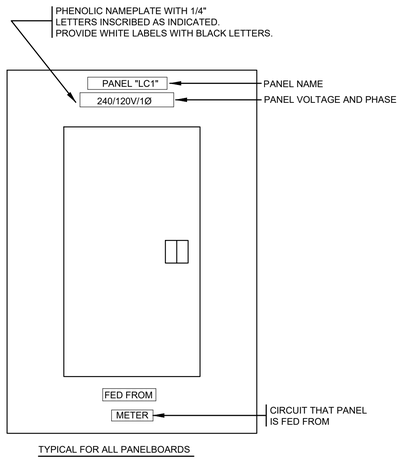


BELOW-SLAB CONDUIT DETAIL
NO SCALE

THE ABOVE DETAIL SHALL APPLY WHEREVER PVC CONDUIT IS USED UNDERGROUND OR BELOW FLOOR SLAB IN LIEU OF RIGID THREADED GALVANIZED CONDUIT. THE ELBOW SHALL BE RIGID GALVANIZED CONDUIT.

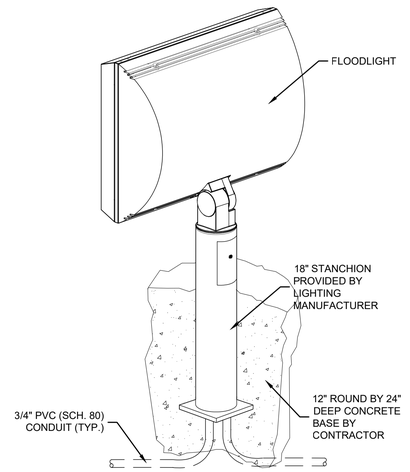


PANELBOARD BONDING DETAIL
NO SCALE

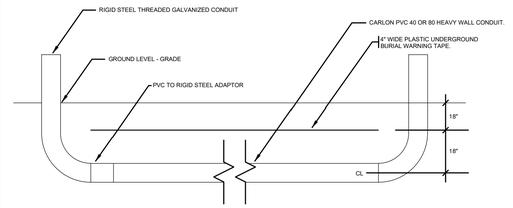


TYPICAL FOR ALL PANELBOARDS

PANEL IDENTIFICATION DETAIL
NO SCALE



STANCHION MOUNTED FLOODLIGHT DETAIL - TYPES "A", "B1" & 'B2"
NO SCALE



BELOW GRADE CONDUIT BURIAL DETAIL
NO SCALE

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DIVISION 16 - ELECTRICAL

SECTION 16A - GENERAL:

1. The work shall include furnishing and installing all electrical work, including final connections to all devices and placing them in service. All work shall conform to local, state, and national codes as interpreted by the authorities having jurisdiction. All materials shall be UL labeled and listed.

2. Comply with requirements of the 2023 National Electrical Code and the City of Midland codes and ordinances in the construction and installation of all work.

3. All major electrical service equipment specified herein shall be Square D or equal. This includes panelboards, disconnect switches and circuit breakers. Obtain Owner's approval for substitutions.

4. All equipment shall be installed in a location and manner that shall allow for convenient access for maintenance and inspection. Access doors and panels in walls and ceilings shall be provided as required for concealed equipment, controls and boxes.

5. Make all payments for fees, permits and deposits for electrical work. Coordinate with local electrical utility to provide all equipment and pay all costs required to extend underground service from power company facilities to building including meter bases and conduit for meter conductors, CT meter cabinets, and other equipment deemed necessary by the utility company. Contractor shall be responsible for all coordination with the power company.

6. The owner or architect for this project must take the responsibility to submit these drawings to all state and local authorities for required plan reviews. Plans must be submitted for review no later than 5 days after the date appearing on the professional seals.

SECTION 16B - MATERIALS:

16B.1 CONDUITS

1.1 Rigid Steel Conduit: Rigid, threaded, thick-walled: galvanized inside and outside or galvanized outside with a protective coating inside: UL listed and labeled according to Standard UL6; conforming to ANSI Standard C80.1; Pittsburgh, Republic Steel, Robroy or Allied.

1.2 Electrical Metallic Tubing (EMT): Steel tubing, galvanized outside and provided with a slick corrosion resistant interior coating; UL listed and labeled according to Standard 797; conforming to ANSI Standard C80.3; Pittsburg, Republic Steel, Robroy or Allied.

1.3 Flexible Metal Conduit: Spirally wound with hot dip galvanized steel strips (commercial Greenfield); conforming to UL Standard UL1 and UL listed and labeled; Triangle Conduit and Cable Company, or equivalent.

1.4 Liquidtight Flexible Metal Conduit; Spirally wound, galvanized steel strips, as for flexible metal conduit; with polyvinyl chloride cover extruded over the exterior to make conduit liquidtight; UL listed, Electri-flex type "LA" or equivalent.

16B.2 CONDUIT FITTINGS

2.1 Couplings and Terminations for Rigid Steel conduit: Factory made steel threaded couplings; bushing at all boxes and cabinets, with locknuts inside and outside box or cabinet.

2.2 Couplings and Terminations for Electrical Metallic Tubing: Join lengths of EMT with steel, compression type couplings and connectors where possible. Otherwise use set-screw fittings. Provide nylon insulated throat, steel connectors at box and cabinet terminations.

2.3 Couplings and Terminations for Flexible Metal Conduit: T&B 440 Series couplings at connections between flexible and rigid conduit; T&B 3110 or 3130 Series nylon insulated throat, steel connectors at box or cabinet terminations.

16B.3 OUTLET BOXES

3.1 Sheet Steel Boxes: Sheet steel not lighter than No. 14 gauge, galvanized after fabrication: Raco, Steel City or Appleton.

3.2 Cast Metal Boxes: Cast iron or Cast alloy with threaded hubs: Crouse-Hinds, Appleton or Pyle National.

3.3 Non-Metallic Boxes: NEMA OS 1

16B.4 PULL BOXES AND JUNCTION BOXES

4.1 Sheet steel, galvanized inside and outside, with galvanized covers.

4.2 Small boxes: For boxes where the volume required is not over 100 cubic inches, use standard outlet boxes.

4.3 Larger Boxes: For boxes where the volume required is over 100 cubic inches, use cabinets as specified for panelboard cabinets with covers of same gauge as boxes, secured with corrosion resistant bolts or screws.

16B.5 CONDUCTORS (600 VOLTS AND UNDER)

5.1 Type: Soft drawn, annealed copper, UL listed, rated at 600 volts, Okonite, Triange, Anaconda or Simplex No. 8 and larger shall be stranded: No. 10 and smaller may be solid.

5.2 Insulation: Branch circuits shall have type THHN insulation for exterior installations. Service feeders shall be type THHN or THWN in conduit. Feeder circuits shall be Type THHN in Conduit.

5.3 Type MC Cable copper cable (600 volt copper THHN/THWN conductors) with internal grounding conductor. Interlocked aluminum armor, UL Listed, Southwire Armorlite or equal. Use as light fixture whips only.

16B.6 JOINTS AND SPLICES

6.1 Stranded Copper Conductors: UL approved solderless bolted pressure connectors or Thomas and Betts Series 54000 compression connectors. All connectors shall be properly sized to match conductor sizes. All compression connectors shall be applied with properly sized dies and tools.

6.2 Solid Copper Conductors: UL approved solderless bolted pressure connectors: or UL approved electrical spring connectors of "Scotchlok", Ideal or T&B "Piggy" make.

SECTION 16C - COLOR CODING:

1. Phase conductors shall be black, red and blue for phases A, B & C respectively in the 208Y/120 volt system and brown, orange and yellow in the 480/277 volt system.

2. Neutral conductors shall be white . Grounding conductors shall be green.

3. Switch legs shall be black with white, red with white or blue with white depending on phase.

4. All wiring No. 8 and larger shall be black and be marked with color banding tape as specified. All phase conductors, neutral and equipment ground conductors shall be marked with colored tape. Apply marking at each termination and every four feet of wiring in raceways.

SECTION 16D - WIRING DEVICES:

(ALL COLORS SHALL BE SELECTED BY ENGINEER)

16D.1 WALL SWITCHES

DEVICE	CATALOG NO.	
1.1 Single Pole Wall Switch	Pass & Seymour	20AC1
1.2 Three-way Wall Switch	Pass & Seymour	20AC3

16D.2 RECEPTACLES

2.1 Receptacle, 20 Ampere, 125 Volt, 2 Pole, 3 Wire Grounding Duplex: Pass & Seymour No. 5362 (NEMA 5-20R).

2.2 Receptacle, 20 Ampere, 125 Volt, 2 Pole, 3 Wire Grounding Duplex with Self-Contained Ground Fault Circuit Interrupter: Pass & Seymour No. 2091.

2.3 Receptacle with isolated ground: Pass & Seymour No. IG6300.

2.4 Tamper Proof Receptacle: Pass & Seymour No. TR63.

16D.3 COVERPLATES

3.1 Pass & Seymour smooth finish non-breakable thermoplastic wall plates shall be used except in unfinished or machinery spaces, where plates shall be galvanized steel if surface mounted. All switches controlling motorized equipment shall have engraved nameplates. Verify all wall plate colors with Architect.

SECTION 16E - PANELBOARDS:

16E.1 MATERIALS

1. Panelboard Cabinets: Furnish and install cabinets to serve the various panelboards, of sizes as required to house the panelboards. Cabinets shall be rigidly constructed of sheet steel of gauges conforming to Underwriters' Laboratories Inc. requirements; corners over-lapped or welded; edges turned over to receive trim.

2. Cabinet Fronts: Cut from single sheet of not less than No. 12 gauge cold-rolled sheet steel; fastened in place by adjustable trim clamps which will allow plumbing; same size as the cabinet box if surface mounted; size to overlap the box a minimum of 3/4" on all sides if flush mounted. Provide each door with a substantial flush, cylinder tumbler lock and catch. On doors more than 48" high provide a combination three point catch and lock with T-handle. Provide each lock with two keys, with all locks keyed alike.

3. Finish: All back boxes galvanized; all exposed metal, including fronts, primed and finished in gray lacquer.

4. Where a circuit protective device is scheduled as a "spare", provide the device complete for operation. Where such a device is scheduled as a "space" or "space only", provide proper space and all necessary connectors for future installation of the size of device scheduled. Where a breaker or switch is scheduled to serve a "future" load, provide the device complete for operation.

5. All circuit breakers shall be quick make, quick break, trip free, thermal magnetic, indicating type unless noted otherwise. Branch circuit breakers shall be fully interchangeable without disturbing adjacent units.

6. Connect all circuit interrupting devices with sequence phasing.

7. Provide each panelboard with a neatly typewritten directory of circuits mounted in a cardholder on the inside of the panelboard cabinet. Cover directory with transparent sheet plastic.

8. All panelboards shall be listed by Underwriters' Laboratories Inc.

9. Provide each panelboard with a factory engraved nameplate which shall identify the panelboard name.

10. Bussing: All panel board bussing shall be copper.

16E.2 LIGHTING AND APPLIANCE PANELBOARDS:

1. Panelboards shall have the number and size of bolted-in circuit breakers as scheduled. Panels shall be Square D, type NF or NQOD with bolt-on breakers as required for the interrupting ratings schedules or equivalent.

SECTION 16F - INTERIOR LIGHTING FIXTURES:

16F.1 MATERIALS

1. Provide and install a lighting fixture on each and every lighting outlet shown. Furnish fixtures in accordance with the designations on the drawings and as specified herein. All features specified or scheduled for fixtures shall be provided, even if the catalog number given in the specifications or schedule lacks the required numerals, prefixes or suffixes corresponding to the features called for.

2. All lighting fixtures shall bear the label Underwriters' Laboratories Inc.

3. Provide electronic drivers and LED Lamping for all fixtures.

4. Fixtures shall comply with ANSI 132.1.

16F.2 DRIVERS

1. LED drivers shall have a minimum power factor of 85% and total harmonic distortion not to exceed 10%.

SECTION 16G - DISCONNECT SWITCHES:

1. Disconnecting switches shall be manufactured by Square D. Switches shall be heavy duty, enclosed type, rated for 250 volts. Switches used as service switches shall bear a UL service entrance label and nameplate shall so indicate.

2. All HVAC equipment shall be provided with disconnects per NEC 2023.

SECTION 16H - EXECUTION:

16H.1 INSTALLATION OF BUILDING RACEWAYS

1.1 Types: Above grade interior conduits shall be electrical metallic tubing. Conduits installed below grade in slabs or buried in earth shall be PVC or rigid galvanized steel. Ent is not allowed.

1.2 Connections: Use lengths of flexible metal conduit, not less than 12" long at final connections to all motors, controls and other devices subject to movement because of vibration or mechanical adjustment.

16H.2 CONDUIT SUPPORTS

2.1 Support Spacing: Use minimum spacing as directed by National Electrical Code, but space hangers more closely where required by conditions.

2.2 Individual Conduits: Support conduits running vertically or horizontally with galvanized malleable iron one-hole clamps. Carry individual supported horizontally conduits 1-1/4" and larger on Kindorf No. 150 or Steel City No.C-149 hangers. Use no perforated strap iron as hanger material. Where conduits smaller than 1-1/4" are installed above non-removable type ceilings, they may be supported on ceiling runner channels.

2.3 Multiple Conduits: Where multiple raceways are run horizontally at the same elevations, they may be supported on trapezes formed of sections of Unistrut angle iron or channels suspended on rods or pipes. Size trapeze members including the suspension rods for the number size and loaded weight of the conduits they are to support. Space them as required for the smallest conduit supported.

16H.3 INSTALLATION OF OUTLET BOXES

3.1 Usage: provide at each outlet or device of whatever character a metal outlet box in which conduits shall terminate.

3.2 Boxes Recessed in Construction: Cast metal boxes.

3.3 For Wall Switches, Receptacles and Communications Use: Use 4"x4" size with proper square cornered tile wall cover, plaster cover, or finishing plate, except where construction will not permit or the device requires a larger box.

3.4 Boxes for Exposed Work: Cast metal boxes.

3.5 Boxes for Outdoors: Cast metal boxes with gasketed covers.

16H.4 WIRE PULLING

4.1 Wire Pulling: Provide suitable installation equipment for pulling conductors into raceways or conduits. Use ropes of polyethylene, nylon or other suitable material to pull in conductors. Attach pulling lines to conductors by means of woven basket grips or by pulling eyes attached directly to conductors. All conductors to be installed in a single conduit shall be pulled in together.

4.2 Cable Lubricants: All cable lubricants shall be UL listed, and shall be certified by their manufacturer to be non-injurious to the insulation on which they are used.

16H.5 INSTALLATION OF BUILDING WIRE (600 VOLTS AND UNDER)

5.1 Feeders: Run all feeders their entire length in continuous pieces without joints or splices, insofar as practical.

5.2 Sizes: No wire shall be smaller than No. 12 except for signal or control circuits, and except for individual lighting fixture taps as permitted by the National Electrical Code.

5.3 Identifying Tags: Non-ferrous; stamped to clearly identify each circuit. Securely fasten tags to all cables, feeders and power circuits in pull boxes, lighting, power and distribution panelboards, etc.

5.4 Bundling Conductors; Bundle all conductors in panelboards, cabinets and the like, using marlin twine lacing or nylon straps made for the purpose. Bundle conductors larger than No. 10 in individual circuits. Bundle smaller conductors in larger groups.

16H.6 MOUNTING HEIGHTS

6.1 Where mounting heights are indicated on the drawings, the device shall be installed with the centerline of the device at the indicated height.

6.2 In general, devices which are shown to be installed at counters or other millwork, unless noted. Wall switches shall be installed on the strike side of the door as finally hung.

6.3 Unless otherwise noted on the drawings, or directed by the Owner, install devices at the following heights.

DEVICE	MOUNTING HEIGHT
Wall Switch	48"
Receptacle	18"
Telephone & Data Outlet	18"

6.4 Observe all ADA & TAS requirements when mounting devices in areas designated as "handicap" or "accessible".

SECTION 16I - SERVICE CONNECTIONS:

1. Verify power company service requirements for this project prior to bid. Include all charges by Power Company in original bid.

SECTION 16J - LOAD BALANCING:

1. The contractor shall carefully balance his electrical loads between the various phases. When the facilities are under use at their heaviest loading periods, tests shall be run on the "hot" conductors in each feeder to a panel and any unbalance shall be corrected to a point that no conductor's load shall be more than 10% high or low (maximum unbalance of 20%) in amperes.

SECTION 16K - SERVICE AND EQUIPMENT GROUNDING:

1. Provide adequate and permanent service neutral and equipment grounding in accordance with the National Electrical Code, and subject to the following additional requirements.

2. Connect the service ground and equipment ground to a common point within the metallic enclosure containing the main service disconnecting means. From the common point of connection of the service ground and equipment ground, run in conduit a combined service and equipment grounding conductor without joint of splice to the main water service pipe and connect it thereto with an approved bolted pressure clamp. Clean all contact surfaces thoroughly before connection, to assure good metal to metal contact. Bond the conduit to the grounding conductor at each end. Supplement the water pipe ground with an additional electrode which shall be 10' long by 3/4 inch diameter copperclad steelground rod. Attach the electrode to the water pipe and to the service/equipment grounding conductor.

3. Size grounding conductors in accordance with National Electrical Code Section 250.

4. The building structure steel frame shall be grounded to the building service ground electrode, using the conductor size specified in National Electrical Code Section 250.

SECTION 16L - GROUNDING RACEWAYS:

1. Assure the electrical continuity at all metallic raceway systems, pulling up all conduits and/or locknuts wrench light. Where the flexible metallic conduit is employed, provide a green-insulated grounding jumper installed in the flexible conduit. Install a separate green-insulated conductor in each non-metallic conduit.

2. Provide grounding bushings on all service raceways terminating within panelboards, cabinets, and all other enclosures. Provide grounding conductors from such bushings to the frame of the enclosure and to the ground bus or equipment grounding strap. Size grounding conductors in accordance with NEC Section 250.

SECTION 16M - EQUIPMENT GROUNDING CONDUCTORS:

1. Provide a separate, green-insulated copper grounding conductor, with insulation of the same rating as phase conductors, for each feeder and for each branch circuit installed. Install the grounding conductor in the same raceway with the related phase and neutral conductors, and connect the grounding conductor to pull boxes at intervals of 100 feet or less, to each raceway. Connect all grounding conductors to bare grounding bars in panelboards, and to ground buses in service equipment to the end that there will be an uninterrupted grounding circuit from the point of a ground fault back to the point of connection of the equipment ground and system neutral. Size all these grounding conductors per NEC Section 250.

SECTION 16N - EQUIPMENT WIRING:

1. Connect complete for operation all items of heating and air conditioning, refrigeration, kitchen equipment, modular furniture and all other electrical devices furnished by the Owner of under other Divisions of the specifications. Outlets of various types have been indicated at equipment locations, but no indications of exact location or scope of the work are shown on the drawings. Refer to the Owner and to the various Contractors for the work under the other Divisions for the scope of connections to equipment furnished by them and for the exact locations of all items.

2. Where disconnect switches or circuit breakers are not provided integral with control equipment for motors and other electrical appurtenances, provide and install all disconnect switches required by the National Electircal Code and/or as indicated.

SECTION 16O - TEMPERATURE CONTROL:

1. Completely connect for operation all items for temperature controls which require electrical connections, furnishing all wiring, conduit and labor. All control wiring, including thermostat wiring, shall be in conduit.

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REVISIONS	BY	APPR.	DATE
1	.	.	.
2	.	.	.

DRAWN BY: GBD
CHECKED BY: MDB
APPROVED BY: MDB
DATE: 12/05/2025
JOB: 25-046

Know what's below. Call before you dig.

MAF AIR & SPACE PORT
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MIDLAND INTERNATIONAL AIRPORT
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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

BSA CONSULTING ENGINEERS, PLLC
STATE OF TEXAS
MONTY BRADSHAW
86435
LICENSED PROFESSIONAL ENGINEER
12/5/2025

SHEET ES4.1 OF 6

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: Cooper Construction Management, Inc.

Local Address (must be within the City limits): 4000 N. Big Spring St. Suite 109 Midland, TX 79705

1. Is the above address the principal place of business for the business named above? [X] Yes [ ] No
2. How many residents of the City of Midland are employed at the above business location? 5
3. Year your business was established in the City of Midland: 2016 (Established in Odessa from 1954 to 2016)
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: 3-20041-0925-5

   Company Name and Address (as it appears on permit):
   Cooper Construction Management, Inc.
   4000 N. Big Spring St. Suite 109
   Midland, TX 79705

5. Does your business have more than one office in the State of Texas? [ ] Yes [X] No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   [X] Yes [ ] No

   If Yes, did the local business pay any of this tax to the City of Midland? [X] Yes [ ] No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: 4/29/2026

Printed Name and Title: Alex Swendig, President

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.

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

Alex Swendig
Name (Print)

Cooper Construction Management, Inc.
Company

4/29/2026
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 26002818

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: April 20, 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: Would you please post the Pre-bid Sign In Sheet?
A1: Please see attached Pre-Bid Sign In Sheet.

Q2: Is there a proposed cost or budget for this project?
Q2: The proposed budget and associated cost details are not being disclosed to bidders. This information is intentionally withheld to ensure a fair and competitive procurement process, allowing all respondents to independently develop and submit their best pricing based on the project requirements and specifications provided.

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

All other terms and conditions shall remain the same.

Cooper Construction Management, Inc.
Company Name

Bidder Authorized Signature

4/29/26
Date

Alex Swendig
Please Print Above Name

432-620-0500
Phone

April 15, 2026

MAF Beautification Pre Bid Meeting Sign In

Name	Company	Email	Phone
Andrew L. Mellen	Maverick Engineering	amellen@maverick-eng.com	432-262-0999


Midland International
Air and Space Port

City Council Meeting

Item Number: 6.
Meeting Date: June 9, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT TO EDGARDO MADRID & ASSOCIATES, LLC FOR THE LOOP 250 & TODD ROAD WATER IMPROVEMENTS PHASE 1 PROJECT FOR A COST OF $1,245,880.68; APPROVING $249,176.14 IN CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the Loop 250 & Todd Road Water Improvements Phase 1 Project to Edgardo Madrid & Associates, LLC for a cost of $1,245,880.68 plus contingencies of $249,176.14 for a total of $1,495,056.82 from the Water and Sewer unappropriated fund balance and will be appropriated to a project for the Utilities Department.

Recommended Action:
Approve

Fiscal Impact:
Funds will be appropriated from Water and Sewer unappropriated fund balance and transferred to a project for this purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for bids for the Loop 250 & Todd Road Water Improvements Phase 1 Project for the Utilities Department. The bid request was sent to five hundred ninety-one (591) companies, and twenty-four (24) viewed the bid request. We received four (4) bids. Staff recommends awarding a contract to Edgardo Madrid & Associates, LLC. Motion 115-2025 authorized the execution of an economic development agreement with MDC in the amount of $1,668,754.00. Please see the attached memo from Joshua C. Ferguson, Assistant City Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the Loop 250 & Todd Road Water Improvements Phase 1 Project to Edgardo Madrid & Associates, LLC for a cost of $1,245,880.68 plus contingencies of $249,176.14 for a total of $1,495,056.82.

Attachments:
A. IOMemo - 2026.05.19 U24-02 Loop 250 & Todd Rd WL Imp Ph 01 - Recommend Award

B. RESO w exh - Award Contract - Loop 250 Todd Road Water Improvements Phase 1 Reso w/Exh
C. 2026.05.08 U24-02 Loop 250 & Todd Rd WL Imp Ph 01 - Bid Tab
D. 2026.05.19 U24-02 Loop 250 & Todd Rd WL Imp Ph 01 - Bid Packet (Combined)
E. 2026.04.17 U24-02 Loop 250 & Todd Rd WL Imp Ph 01 - Dwgs (Sealed V2)

Carolina Jimenez, General Services	Created/Initiated - 5/27/2026
Regina Stephenson, General Services	Approved - 5/27/2026
Christy Weakland, Finance	Approved - 5/27/2026
Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/2/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Joshua C. Ferguson, P.E.; City of Midland, Assistant City Engineer

SUBJECT: Loop 250 & Todd Road Water Improvements Phase 1 ♦ Engr. Project No. U24-02 ♦ Bid Tabulation ♦ RFB 26004081

DATE: May 19, 2026

Erika,

Engineer staff has reviewed the bid tabulation for the Loop 250 & Todd Road Water Improvements Phase 1 project. Edgardo Madrid & Associates, LLC of Midland, Texas, is the apparent low bidder. Staff recommends awarding the Loop 250 & Todd Road Water Improvements Phase 1 project to Edgardo Madrid & Associates, LLC.

Edgardo Madrid & Associates, LLC has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of previous utility improvement projects. Furthermore, the unit prices appear to be in line with current pricing trends.

The apparent successful bidder was selected based on the base bid amount of **$1,245,880.68** as outlined in the bidding documents with a 120 calendar day construction period beginning within 15 calendar days of a written notice to proceed for construction. In addition, we would like to request a 20% contingency in the amount of **$249,176.14** be allowed for value added changes to the project during construction. The total amount made available for the project would be **$1,495,056.82**.

Joshua C. Ferguson, P.E.
Assistant City Engineer

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO EDGARDO MADRID & ASSOCIATES, LLC FOR THE LOOP 250 & TODD ROAD WATER IMPROVEMENTS PHASE 1 PROJECT FOR A COST OF $1,245,880.68; APPROVING $249,176.14 IN CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the Loop 250 & Todd Road Water Improvements Phase 1 Project (the "Project"); and

WHEREAS, bids were opened on May 7, 2026, with the lowest responsible bid being submitted by Edgardo Madrid & Associates, LLC for a cost of $1,245,880.68, as shown on the tabulation attached hereto as Exhibit "A", which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Edgardo Madrid & Associates, LLC for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve the contract with Edgardo Madrid & Associates, LLC for the Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $249,176.14 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 Edgardo Madrid & Associates, LLC for the Project for a cost of $1,245,880.68. Said contract to be kept on file in the office of the City Secretary and 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 $249,176.14.

SECTION THREE. That funds shall be appropriated from the Water and Sewer unappropriated fund balance and transferred to a project for this purpose. The sum of $249,176.14 is approved for contract contingencies.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Edgardo Madrid & Associates, LLC in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this Resolution in an amount not to exceed $1,495,056.82 from funds appropriated in accordance with Section Three 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, City Attorney

26004081 Loop 250 & Todd Road Water Improvements Phase 1												
Bid Opening: May 7, 2026												
					Brett Construction Company Inc.		Edgardo Madrid & Associates		Natera Excavation, LLC		TEC Excavation, Inc.	
				Total Cost	$1,444,575.00		$1,245,880.68		$1,398,746.00		$1,359,294.00	
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Miscellaneous Items											
#1-1	Mobilization, furnished, installed, complete and in place.	4	MO	M1	$5,000.00	$20,000.00	$9,500.00	$38,000.00	$5,000.00	$20,000.00	$5,000.00	$20,000.00
#1-2	Bore Pit, furnished, installed, complete and in place.	2	LS	M2	$18,500.00	$37,000.00	$3,475.00	$6,950.00	$7,500.00	$15,000.00	$1,800.00	$3,600.00
#1-3	Receiving Pit, furnished, installed, complete and in place.	2	LS	M3	$18,500.00	$37,000.00	$3,475.00	$6,950.00	$7,500.00	$15,000.00	$1,800.00	$3,600.00
#1-4	36" Bore For Casing Pipe, furnished, installed, complete and in place.	159	LF	M4	$600	$95,400.00	$482.16	$76,663.44	$375	$59,625.00	$590	$93,810.00
#1-5	36" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	300	LF	M5	$240	$72,000.00	$352	$105,600.00	$315	$94,500.00	$340	$102,000.00
#1-6	24" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M5	$250	$10,000.00	$240.27	$9,610.80	$235	$9,400.00	$210	$8,400.00
#1-7	Erosion/Sediment Control, furnished, installed, complete and in place.	4	MO	M6	$6,500.00	$26,000.00	$6,950.00	$27,800.00	$3,500.00	$14,000.00	$1,500.00	$6,000.00
#1-8	Traffic Control, furnished, installed, complete and in place.	4	MO	M7	$6,000.00	$24,000.00	$5,500.00	$22,000.00	$8,500.00	$34,000.00	$3,000.00	$12,000.00
#1-9	Job Site Safety, furnished, installed, complete and in place.	4	MO	M8	$1,500.00	$6,000.00	$3,222.02	$12,888.08	$9,000.00	$36,000.00	$1,000.00	$4,000.00
#1-10	Seeding & Stabilization, furnished, installed, complete and in place.	934	SY	M9	$15	$14,010.00	$13.90	$12,982.60	$9.50	$8,873.00	$20	$18,680.00
#1-11	Spray Watering, furnished, installed, complete and in place.	1	LS	M10	$30,000.00	$30,000.00	$6,255.00	$6,255.00	$6,500.00	$6,500.00	$10,000.00	$10,000.00
#1-12	Material Mark-up, complete and in place.	0	N/A	M11	$0.14	$0.00	No Bid	No Bid	$15	$0	$0.15	$0.00
#1-13	Labor Mark-up (Regular Work Hours), complete and in place.	0	N/A	M12	$0.05	$0.00	No Bid	No Bid	$15	$0	$0.15	$0.00
#1-14	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	0	N/A	M13	$0.10	$0.00	No Bid	No Bid	$15	$0	$0.15	$0.00
	Total Miscellaneous Items 1-14					$371,410.00		$325,699.92		$312,898		$282,090.00
2	Demolition Items											
#2-1	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	345	SY	D1	$45	$15,525.00	$34.75	$11,988.75	$25	$8,625.00	$25	$8,625.00
#2-2	Removal & Disposal of Existing Unclassified Concrete Pavement, complete and in place.	63	SY	D2	$65	$4,095.00	$62.55	$3,940.65	$35	$2,205.00	$50	$3,150.00
#2-3	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place.	290	LF	D3	$45	$13,050.00	$20.85	$6,046.50	$22	$6,380.00	$15	$4,350.00
#2-4	Removal & Disposal of Existing 3 Rail Pipe Fence And Gate, complete and in place.	28	LF	D4	$100	$2,800.00	$13.90	$389.20	$65	$1,820.00	$120	$3,360.00
	Total Demolition Items 1-4					$35,470.00		$22,365.10		$19,030.00		$19,485.00
3	Water Items											
#3-1	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3020	LF	W1	$175	$528,500.00	$115.57	$349,021.40	$145	$437,900.00	$175	$528,500.00
#3-2	16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	8	EA	W2	$23,000.00	$184,000.00	$28,710.45	$229,683.60	$38,580.00	$308,640.00	$27,000.00	$216,000.00
#3-3	16" Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	2	EA	W3	$34,000.00	$68,000.00	$28,657.63	$57,315.26	$33,180.00	$66,360.00	$23,200.00	$46,400.00
#3-4	Ductile Iron Fittings, furnished, installed, complete and in place.	1.68	TON	W4	$25,000.00	$42,000.00	$37,087.35	$62,306.75	$26,500.00	$44,520.00	$37,300.00	$62,664.00
#3-5	Connect to Existing Water Main, furnished, installed, complete and in place.	1	EA	W5	$10,000.00	$10,000.00	$4,865.00	$4,865.00	$5,750.00	$5,750.00	$3,500.00	$3,500.00
#3-6	Open Trenching of Water Main, (0' - 10' Deep), furnished, installed, complete and in place.	2700	LF	W6	$5	$13,500.00	$3.47	$9,369.00	$25	$67,500.00	$15	$40,500.00
#3-7	Open Trenching of Water Main, (10' - 12' Deep), furnished, installed, complete and in place.	461	LF	W6	$40	$18,440.00	$6.95	$3,203.95	$45	$20,745.00	$20	$9,220.00
#3-8	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	5	LF	W1	$350	$1,750.00	$101.95	$509.75	$120	$600	$350	$1,750.00
	Total Water Items 1-8					$866,190.00		$716,274.71		$952,015		$908,534.00
4	Structural Items											
#4-1	3 Rail Pipe Fence And Gate, complete and in place.	28	LF	ST1	$260	$7,280.00	$625.50	$17,514.00	$85	$2,380.00	$250	$7,000.00
	Total Structural Items 1-1					$7,280.00		$17,514.00		$2,380.00		$7,000.00
5	Paving Items											
#5-1	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place.	330	SY	P1	$50	$16,500.00	$90.35	$29,815.50	$65	$21,450.00	$80	$26,400.00
#5-2	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place.	330	SY	P2	$50	$16,500.00	$90.35	$29,815.50	$65	$21,450.00	$80	$26,400.00
#5-3	6" Base Course Pavement, furnished, installed, complete and in place.	20	SY	P3	$100	$2,000.00	$143.17	$2,863.40	$35	$700	$25	$500
#5-4	6" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place.	330	SY	P4	$35	$11,550.00	$90.35	$29,815.50	$25	$8,250.00	$25	$8,250.00
#5-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	66	GAL	P5	$75	$4,950.00	$13.90	$917.40	$11.50	$759.00	$15	$990
#5-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	33	GAL	P6	$75	$2,475.00	$69.50	$2,293.50	$23	$759	$15	$495
#5-7	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place.	101	SY	P7	$400	$40,400.00	$173.75	$17,548.75	$95	$9,595.00	$150	$15,150.00
#5-8	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	290	LF	P8	$110	$31,900.00	$33.36	$9,674.40	$34	$9,860.00	$50	$14,500.00
#5-9	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	330	SY	P9	$115	$37,950.00	$125.10	$41,283.00	$120	$39,600.00	$150	$49,500.00
	Total Paving Items 1-9					$164,225.00		$164,026.95		$112,423.00		$142,185.00

Bid Summary
591 Bids were Issued
34 Document Takers
0 No bids were received
4 Bids listed above
587 Bidders did not respond

Exhibit "A"

26004081 Loop 250 & Todd Road Water Improvements Phase 1													
Bid Opening: May 7, 2026													
					Brett Construction Company Inc.		Edgardo Madrid & Associates		Natera Excavation, LLC		TEC Excavation, Inc.	
				Total Cost	$1,444,575.00		$1,245,880.68		$1,398,746.00		$1,359,294.00	
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Miscellaneous Items											
#1-1	Mobilization, furnished, installed, complete and in place.	4	MO	M1	$5,000.00	$20,000.00	$9,500.00	$38,000.00	$5,000.00	$20,000.00	$5,000.00	$20,000.00
#1-2	Bore Pit, furnished, installed, complete and in place.	2	LS	M2	$18,500.00	$37,000.00	$3,475.00	$6,950.00	$7,500.00	$15,000.00	$1,800.00	$3,600.00
#1-3	Receiving Pit, furnished, installed, complete and in place.	2	LS	M3	$18,500.00	$37,000.00	$3,475.00	$6,950.00	$7,500.00	$15,000.00	$1,800.00	$3,600.00
#1-4	36" Bore For Casing Pipe, furnished, installed, complete and in place.	159	LF	M4	$600	$95,400.00	$482.16	$76,663.44	$375	$59,625.00	$590	$93,810.00
#1-5	36" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	300	LF	M5	$240	$72,000.00	$352	$105,600.00	$315	$94,500.00	$340	$102,000.00
#1-6	24" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M5	$250	$10,000.00	$240.27	$9,610.80	$235	$9,400.00	$210	$8,400.00
#1-7	Erosion/Sediment Control, furnished, installed, complete and in place.	4	MO	M6	$6,500.00	$26,000.00	$6,950.00	$27,800.00	$3,500.00	$14,000.00	$1,500.00	$6,000.00
#1-8	Traffic Control, furnished, installed, complete and in place.	4	MO	M7	$6,000.00	$24,000.00	$5,500.00	$22,000.00	$8,500.00	$34,000.00	$3,000.00	$12,000.00
#1-9	Job Site Safety, furnished, installed, complete and in place.	4	MO	M8	$1,500.00	$6,000.00	$3,222.02	$12,888.08	$9,000.00	$36,000.00	$1,000.00	$4,000.00
#1-10	Seeding & Stabilization, furnished, installed, complete and in place.	934	SY	M9	$15	$14,010.00	$13.90	$12,982.60	$9.50	$8,873.00	$20	$18,680.00
#1-11	Spray Watering, furnished, installed, complete and in place.	1	LS	M10	$30,000.00	$30,000.00	$6,255.00	$6,255.00	$6,500.00	$6,500.00	$10,000.00	$10,000.00
#1-12	Material Mark-up, complete and in place.	0	N/A	M11	$0.14	$0.00	No Bid	No Bid	$15	$0	$0.15	$0.00
#1-13	Labor Mark-up (Regular Work Hours), complete and in place.	0	N/A	M12	$0.05	$0.00	No Bid	No Bid	$15	$0	$0.15	$0.00
#1-14	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	0	N/A	M13	$0.10	$0.00	No Bid	No Bid	$15	$0	$0.15	$0.00
	Total Miscellaneous Items 1-14					$371,410.00		$325,699.92		$312,898		$282,090.00
2	Demolition Items											
#2-1	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	345	SY	D1	$45	$15,525.00	$34.75	$11,988.75	$25	$8,625.00	$25	$8,625.00
#2-2	Removal & Disposal of Existing Unclassified Concrete Pavement, complete and in place.	63	SY	D2	$65	$4,095.00	$62.55	$3,940.65	$35	$2,205.00	$50	$3,150.00
#2-3	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place.	290	LF	D3	$45	$13,050.00	$20.85	$6,046.50	$22	$6,380.00	$15	$4,350.00
#2-4	Removal & Disposal of Existing 3 Rail Pipe Fence And Gate, complete and in place.	28	LF	D4	$100	$2,800.00	$13.90	$389.20	$65	$1,820.00	$120	$3,360.00
	Total Demolition Items 1-4					$35,470.00		$22,365.10		$19,030.00		$19,485.00
3	Water Items											
#3-1	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3020	LF	W1	$175	$528,500.00	$115.57	$349,021.40	$145	$437,900.00	$175	$528,500.00
#3-2	16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	8	EA	W2	$23,000.00	$184,000.00	$28,710.45	$229,683.60	$38,580.00	$308,640.00	$27,000.00	$216,000.00
#3-3	16" Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	2	EA	W3	$34,000.00	$68,000.00	$28,657.63	$57,315.26	$33,180.00	$66,360.00	$23,200.00	$46,400.00
#3-4	Ductile Iron Fittings, furnished, installed, complete and in place.	1.68	TON	W4	$25,000.00	$42,000.00	$37,087.35	$62,306.75	$26,500.00	$44,520.00	$37,300.00	$62,664.00
#3-5	Connect to Existing Water Main, furnished, installed, complete and in place.	1	EA	W5	$10,000.00	$10,000.00	$4,865.00	$4,865.00	$5,750.00	$5,750.00	$3,500.00	$3,500.00
#3-6	Open Trenching of Water Main, (0' - 10' Deep), furnished, installed, complete and in place.	2700	LF	W6	$5	$13,500.00	$3.47	$9,369.00	$25	$67,500.00	$15	$40,500.00
#3-7	Open Trenching of Water Main, (10' - 12' Deep), furnished, installed, complete and in place.	461	LF	W6	$40	$18,440.00	$6.95	$3,203.95	$45	$20,745.00	$20	$9,220.00
#3-8	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	5	LF	W1	$350	$1,750.00	$101.95	$509.75	$120	$600	$350	$1,750.00
	Total Water Items 1-8					$866,190.00		$716,274.71		$952,015		$908,534.00
4	Structural Items											
#4-1	3 Rail Pipe Fence And Gate, complete and in place.	28	LF	ST1	$260	$7,280.00	$625.50	$17,514.00	$85	$2,380.00	$250	$7,000.00
	Total Structural Items 1-1					$7,280.00		$17,514.00		$2,380.00		$7,000.00
5	Paving Items											
#5-1	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place.	330	SY	P1	$50	$16,500.00	$90.35	$29,815.50	$65	$21,450.00	$80	$26,400.00
#5-2	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place.	330	SY	P2	$50	$16,500.00	$90.35	$29,815.50	$65	$21,450.00	$80	$26,400.00
#5-3	6" Base Course Pavement, furnished, installed, complete and in place.	20	SY	P3	$100	$2,000.00	$143.17	$2,863.40	$35	$700	$25	$500
#5-4	6" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place.	330	SY	P4	$35	$11,550.00	$90.35	$29,815.50	$25	$8,250.00	$25	$8,250.00
#5-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	66	GAL	P5	$75	$4,950.00	$13.90	$917.40	$11.50	$759.00	$15	$990
#5-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	33	GAL	P6	$75	$2,475.00	$69.50	$2,293.50	$23	$759	$15	$495
#5-7	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place.	101	SY	P7	$400	$40,400.00	$173.75	$17,548.75	$95	$9,595.00	$150	$15,150.00
#5-8	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	290	LF	P8	$110	$31,900.00	$33.36	$9,674.40	$34	$9,860.00	$50	$14,500.00
#5-9	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	330	SY	P9	$115	$37,950.00	$125.10	$41,283.00	$120	$39,600.00	$150	$49,500.00
	Total Paving Items 1-9					$164,225.00		$164,026.95		$112,423.00		$142,185.00

Bid Summary
591 Bids were Issued
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4 Bids listed above
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PROJECT MANUAL

Project Name: Loop 250 & Todd Road Water Improvements Phase 1

Project Number: U24-02

MAYOR

Lori Blong

COUNCIL MEMBERS

District 1	Brian Stubbs	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	John Burkholder	At Large	Robin Poole

ENGINEERING SERVICES DIRECTOR

Gabriel McClelland

STATE OF TEXAS
APR 10 2026
JOSHUA C FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

Prepared by City of Midland, Texas
Engineering Services Division

APRIL 2026

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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.

Strategic Goals

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 NOTICE

ATTENTION: All bidders who choose to submit bids digitally for this project must submit their bids through the City of Midland's online procurement portal. The City of Midland's online procurement portal can be accessed at:

https://midlandtexas.bonfirehub.com/

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 7th day of May, 2026, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than May 7, 2026 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for Loop 250 & Todd Road Water Improvements Phase 1 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, April 29th, 2026 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

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

purchasing@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, May 1, 2026. Questions submitted before the Noon deadline will be included in the Addendum that will go

out the following Monday along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

"FAX" or telephone bids or modifications will not be accepted.

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

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

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER'S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Marcia Bentley-German
City Secretary

Form Revised April 2026

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated April 10th, 2026 and numbered from C-101 (01) through C-707 (26) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the

City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised April 2026

NOTICE TO BIDDERS

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

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

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

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

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

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

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: Edgardo Madrid & Associates, LLC

Local Address (must be within the City limits): 6216 Spahn St., Midland, TX 79706

1. Is the above address the principal place of business for the business named above? [X] Yes [ ] No
2. How many residents of the City of Midland are employed at the above business location? 12
3. Year your business was established in the City of Midland: 2014
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 [X] No
   If Yes, identify the office location considered as the point-of-sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   [X] Yes [ ] No

   If Yes, did the local business pay any of this tax to the City of Midland? [X] Yes [ ] No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: 4/27/2026

Printed Name and Title: Edgardo Madrid, President

PROPOSAL

Project Name: Loop 250 & Todd Road Water Improvements Phase 1
Project Number: U24-02

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

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

(See Bid Items sheets for Proposal's item breakdowns, descriptions, quantities, units, unit prices, total amounts, and Pay Notes references.)

For the sum of One Million two hundred forty-five thousand eight hundred eighty dollars and Sixty-eight cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidders agree to substantially complete all work within 120 calendar days after reciept of notice to proceed.

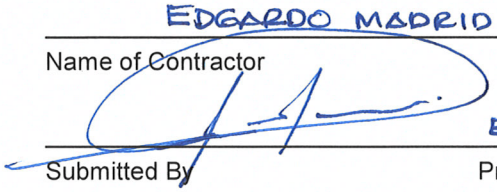
PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for Five Percent of the Total Amount Bid dollars and _____ cents total. ($ 5% of Bid) which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

EDGARDO MADRID & ASSOCIATES, LLC

Name of Contractor



EDGARDO MADRID

Submitted By | Print Name and Title

6216 SPAHN ST.

Mailing Address

MIDLAND | TX | 79706

City | State | Zip

Primary Responses

Success: All data is valid!

Miscellaneous Items

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Pay Note	Numeric Unit Price	Total Cost
Success: All values provided	Bid	#1-1	Mobilization, furnished, installed, complete and in place.	4	MO	M1	$ 9,500.00	$ 38,000.00
Success: All values provided	Bid	#1-2	Bore Pit, furnished, installed, complete and in place.	2	LS	M2	$ 3,475.00	$ 6,950.00
Success: All values provided	Bid	#1-3	Receiving Pit, furnished, installed, complete and in place.	2	LS	M3	$ 3,475.00	$ 6,950.00
Success: All values provided	Bid	#1-4	36" Bore For Casing Pipe, furnished, installed, complete and in place.	159	LF	M4	$ 482.16	$ 76,663.44
Success: All values provided	Bid	#1-5	36" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	300	LF	M5	$ 352.00	$ 105,600.00
Success: All values provided	Bid	#1-6	24" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M5	$ 240.27	$ 9,610.80
Success: All values provided	Bid	#1-7	Erosion/Sediment Control, furnished, installed, complete and in place.	4	MO	M6	$ 6,950.00	$ 27,800.00
Success: All values provided	Bid	#1-8	Traffic Control, furnished, installed, complete and in place.	4	MO	M7	$ 5,500.00	$ 22,000.00
Success: All values provided	Bid	#1-9	Job Site Safety, furnished, installed, complete and in place.	4	MO	M8	$ 3,222.02	$ 12,888.08
Success: All values provided	Bid	#1-10	Seeding & Stabilization, furnished, installed, complete and in place.	934	SY	M9	$ 13.90	$ 12,982.60

Success: All values provided	Bid	#1-11	Spray Watering, furnished, installed, complete and in place.	1	LS	M10	$ 6,255.00	$ 6,255.00
Not Bidding	No Bid	#1-12	Material Mark-up, complete and in place.	0	N/A	M11		-
Not Bidding	No Bid	#1-13	Labor Mark-up (Regular Work Hours), complete and in place.	0	N/A	M12		-
Not Bidding	No Bid	#1-14	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	0	N/A	M13		-
Basket Total								$ 325,699.92

Demolition Items

Success: All values provided	Bid	#2-1	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	345	SY	D1	$ 34.75	$ 11,988.75
Success: All values provided	Bid	#2-2	Removal & Disposal of Existing Unclassified Concrete Pavement, complete and in place.	63	SY	D2	$ 62.55	$ 3,940.65
Success: All values provided	Bid	#2-3	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place.	290	LF	D3	$ 20.85	$ 6,046.50
Success: All values provided	Bid	#2-4	Removal & Disposal of Existing 3 Rail Pipe Fence And Gate, complete and in place.	28	LF	D4	$ 13.90	$ 389.20
Basket Total								$ 22,365.10

Water Items

Success: All values provided	Bid	#3-1	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3020	LF	W1	$ 115.57	$ 349,021.40

Success: All values provided	Bid	#3-2	16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	8	EA	W2	$ 28,710.45	$ 229,683.60
Success: All values provided	Bid	#3-3	16" Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	2	EA	W3	$ 28,657.63	$ 57,315.26
Success: All values provided	Bid	#3-4	Ductile Iron Fittings, furnished, installed, complete and in place.	1.68	TON	W4	$ 37,087.35	$ 62,306.75
Success: All values provided	Bid	#3-5	Connect to Existing Water Main, furnished, installed, complete and in place.	1	EA	W5	$ 4,865.00	$ 4,865.00
Success: All values provided	Bid	#3-6	Open Trenching of Water Main, (0' - 10' Deep), furnished, installed, complete and in place.	2700	LF	W6	$ 3.47	$ 9,369.00
Success: All values provided	Bid	#3-7	Open Trenching of Water Main, (10' - 12' Deep), furnished, installed, complete and in place.	461	LF	W6	$ 6.95	$ 3,203.95
Success: All values provided	Bid	#3-8	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	5	LF	W1	$ 101.95	$ 509.75
Basket Total								$ 716,274.71

Structural Items

Success: All values provided	Bid	#4-1	3 Rail Pipe Fence And Gate, complete and in place.	28	LF	ST1	$ 625.50	$ 17,514.00
Basket Total								$ 17,514.00

Paving Items

Success: All values provided	Bid	#5-1	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place.	330	SY	P1	$ 90.35	$ 29,815.50

Success: All values provided	Bid	#5-2	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place.	330	SY	P2	$ 90.35	$ 29,815.50
Success: All values provided	Bid	#5-3	6" Base Course Pavement, furnished, installed, complete and in place.	20	SY	P3	$ 143.17	$ 2,863.40
Success: All values provided	Bid	#5-4	6" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place.	330	SY	P4	$ 90.35	$ 29,815.50
Success: All values provided	Bid	#5-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	66	GAL	P5	$ 13.90	$ 917.40
Success: All values provided	Bid	#5-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	33	GAL	P6	$ 69.50	$ 2,293.50
Success: All values provided	Bid	#5-7	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place.	101	SY	P7	$ 173.75	$ 17,548.75
Success: All values provided	Bid	#5-8	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	290	LF	P8	$ 33.36	$ 9,674.40
Success: All values provided	Bid	#5-9	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	330	SY	P9	$ 125.10	$ 41,283.00
Basket Total								$ 164,026.95
Grand Total								$ 1,245,880.68

Additional Responses

Success: All data is valid!

						Numeric	
Status	#	Item	Quantity Required	Unit	Pay Note	Unit Price	Total Cost
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-

PAY NOTES

U24-02

LOOP 250 & TODD ROAD WATER IMPROVEMENTS PHASE 1

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Bore Pit	M2
3	Receiving Pit	M3
4	36" Bore For Casing Pipe	M4
5	36" Steel Pipe Casing (1/4" Wall Thickness)	M5
6	24" Steel Pipe Casing (1/4" Wall Thickness)	M5
7	Erosion/Sediment Control	M6
8	Traffic Control	M7
9	Job Site Safety	M8
10	Seeding & Stabilization	M9
11	Spray Watering	M10
12	Material Mark-up	M11
13	Labor Mark-up (Regular Work Hours)	M12
14	Equipment Rental Mark-up (Non-Standard Equipment Only)	M13
Demolition Items		
1	Removal & Disposal of Existing Unclassified Pavement	D1
2	Removal & Disposal of Existing Unclassified Concrete Pavement	D2
3	Removal & Disposal of Existing Concrete Curb & Gutter	D3
4	Removal & Disposal of Existing 3 Rail Pipe Fence	D4
Water Items		
1	16" AWWA C-900 DR18, PVC, Water Main	W1
2	16" Gate Valve & Vault (MJxMJ/FL)	W2
3	16" Air Relief Valve & Vault (Water Main)	W3
4	Ductile Iron Fittings	W4
5	Connect to Existing Water Main	W5
6	Open Trenching of Water Main (0'-10')	W6
7	Open Trenching of Water Main (10'-12')	W6
8	12" AWWA C-900 DR18, PVC, Water Main	W1
Structural Items		
1	3 Rail Pipe Fence	ST1
Paving Items		
1	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P1
2	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P2
3	6" Base Course Pavement	P3
4	6" Flexible Base (Type A, Grade 4)	P4
5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30, 0.10 Gal / SY)	P6
7	6" Commercial Concrete Driveway Approach	P7
8	Type A Concrete Curb & Gutter	P8
9	Flowable Fill / 2-Sack Backfill	P9

PAY QUANTITY NOTES

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

M2 Includes the necessary equipment, labor, materials, and incidentals to place and backfill a Bore Pit per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, appurtenances, and clean-up. Measurement and payment to be made per lump sum once the bore pit backfill is completed.

M3 Includes the necessary equipment, labor, materials, and incidentals to place and backfill a Recieving Pit per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, appurtenances, and clean-up. Measurement and payment to be made per lump sum once the recieving pit backfill is completed.

M4 Includes the necessary equipment, labor, materials, and incidentals to install a Bore For Casing Pipe per the construction drawings and City of Midland standards and specifications, including all appurtenances and clean-up. Measurement and payment to be made per linear foot measured along the ground surface following the bore centerline through all objects, structures, and appurtenances.

M5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M6 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M7 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M8 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M9 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M10 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

M11 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M12 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M13 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D4 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all gates, columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

ST1 Includes the necessary equipment, labor, materials, and incidentals to install a Fence per the construction drawings and City of Midland standards and specifications, including all columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the fence centerline through all structures and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P3 Includes the necessary equipment, labor, materials, and incidentals for placement of Base Course Pavement per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard of material placed measured along the ground surface.

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

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot placed measured along the back-of-curb.

P9 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT Edgardo Madrid & Associates, LLC (Hereinafter called the Principal), as Principal, and Merchants National Bonding, Inc. (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of the Total Amount Bid Dollars ($ 5% of 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 for the construction of Loop 250 & Todd Road Water Improvements Phase 1.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 28th day of April, 2026.

Edgardo Madrid & Associates, LLC
Principal

By _____

Address 6216 Spahn Street

Midland, TX 79706

Merchants National Bonding, Inc.
Surety

By _____
Todd A. Stein, Attorney-in-Fact

Address P.O. BOX 14498

DES MOINES, IA 50306 - 3498

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised April 2026

BidB 2

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Todd A. Stein**

Surety Bond #: Bid Bond
Principal: Edgardo Madrid & Associates, LLC
Obligee: City of Midland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 INC.

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 28th day of April, 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 INC.

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

Texas Department of Insurance
Amended Certificate of Authority

License no. 95778 Licensed since: April 16, 2003

Department Certification

Merchants National Bonding, Inc.
(foreign stock casualty company)
organized under the laws of the state of Iowa

This entity has complied with the laws of the state of Texas, as applicable, and is authorized to transact the following lines of insurance:

Burglary & Theft, Fidelity & Surety, Liability Other than Auto

This amended certificate of authority is in full force and effect until it is revoked, canceled, or suspended according to law.

Given under my hand and official seal of office
in the city of Austin,

September 23, 2015

DAVID C. MATTAX
COMMISSIONER OF INSURANCE

BY _____
Godwin Ohaechesi, Director
Company Licensing and Registration
Commissioner's order no. 3632

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 10th day of June, 20 26, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Edgardo Madrid & Associates, LLC of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Loop 250 & Todd Road Water Improvements Phase 1 together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

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

The SUM TOTAL of this Contract shall be: $1,245,880.68.

INSURANCE

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES

CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
Nicholas Toulet-Crump, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised May 2026

C 6

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 Loop 250 & Todd Road Water Improvements Phase 1 , 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 April 2026

PerfB 2

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 Loop 250 & Todd Road Water Improvements Phase 1, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Loop 250 & Todd Road Water Improvements Phase 1

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised April 2026

CP 2

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

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

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

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated April 2026

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

* I have no conflict of interest to disclose. Edgardo Madrid

7

Signature of vendor doing business with the governmental entity

04/28/26

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.

SPECIAL PROVISIONS

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

1. SCOPE OF WORK:

The project will include the removal, replacement, relocation, placement, and installation or existing and proposed paving and water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, embedment, backfill, compaction, form work, pavement repair, pavement placement, sidewalk repair, concrete joint sealing, erosion control, traffic control, stabilization, utility cover adjustments, as well as coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. PROJECT SEQUENCE:

For this project there are two critical project elements that must be completed in a specific order.

The first critical project element is the water main crossing at Loop 250 from Station 11+11.46 to Station 14+44.48. This part of the project must be completed before any other part of the project is done.

The second critical project element is the removal of the existing driveway at Station 0+48.59 and replacing it with a new driveway on Waxwing Drive. The existing driveway cannot be removed, trenched, or blocked for any construction activity until the new driveway approach on Waxwing Drive has been installed and is opened for use by the private property owners it will serve.

3. ORDER OF PRECEDENCE:

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

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

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

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

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

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

4. EXAMINATION OF SITE:

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

5. PAYMENT:

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

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

6. SAFETY REQUIREMENTS:

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

7. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

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

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

the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

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

8. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.

b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

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

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

9. DETOURS:

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

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

Steel plates or equivalent means must be used as needed to enable vehicle access across a trench that would otherwise prevent access to a private property unless construction work is actively taking place at this location.

These temporary measures are to be kept in place any time construction activity is not actively taking place, or until the trench pavement repair is complete.

11. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

12. CONSTRUCTION SCHEDULE:

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

13. CONSTRUCTION STAKING:

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

14. SURVEY:

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

15. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

16. EROSION CONTROL:

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

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

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

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

17. WASTE MATERIAL:

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

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

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

18. TESTING:

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

Required testing includes:

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

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

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

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

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

19. COMPLIANCE:

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

Contractor agrees to comply with any specific direction or requirement of the City of Midland for the construction of this project, but is otherwise free to perform the work in its own way.

20. PERSONNEL:

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

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

21. INTENT OF THE PROPOSAL:

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

22. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _120_ calendar days total starting from the Notice to Proceed date.

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

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

23. WARRANTY PERIOD:

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

24. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be

deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

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

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

City of Midland

Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
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EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

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

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

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

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

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

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

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

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

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

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCRETE RIP RAP

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

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

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

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

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

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

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

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

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

4. BACKFILL AND CLEANUP

GENERAL

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

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

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

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

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

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

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

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

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

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

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

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

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS 1

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP 1

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4. BACKFILL AND CLEANUP 6

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CONCRETE STRUCTURES

1. GENERAL

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

2. MATERIALS

CONCRETE

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

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

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

3. CONSTRUCTION

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

FLEXIBLE BASE, CALICHE 1
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FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

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

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

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

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

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

8/07

Caliche 5

BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

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

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

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

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Asphalt - Plus or Minus 0.3 percent.

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

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

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

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

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

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

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

3. CONSTRUCTION METHODS

A. GENERAL

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

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

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

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

B. PLACING

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

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

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

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

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

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

l5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

l5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

l5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6”) inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6” of the top of curb height. The top 6” of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

.

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

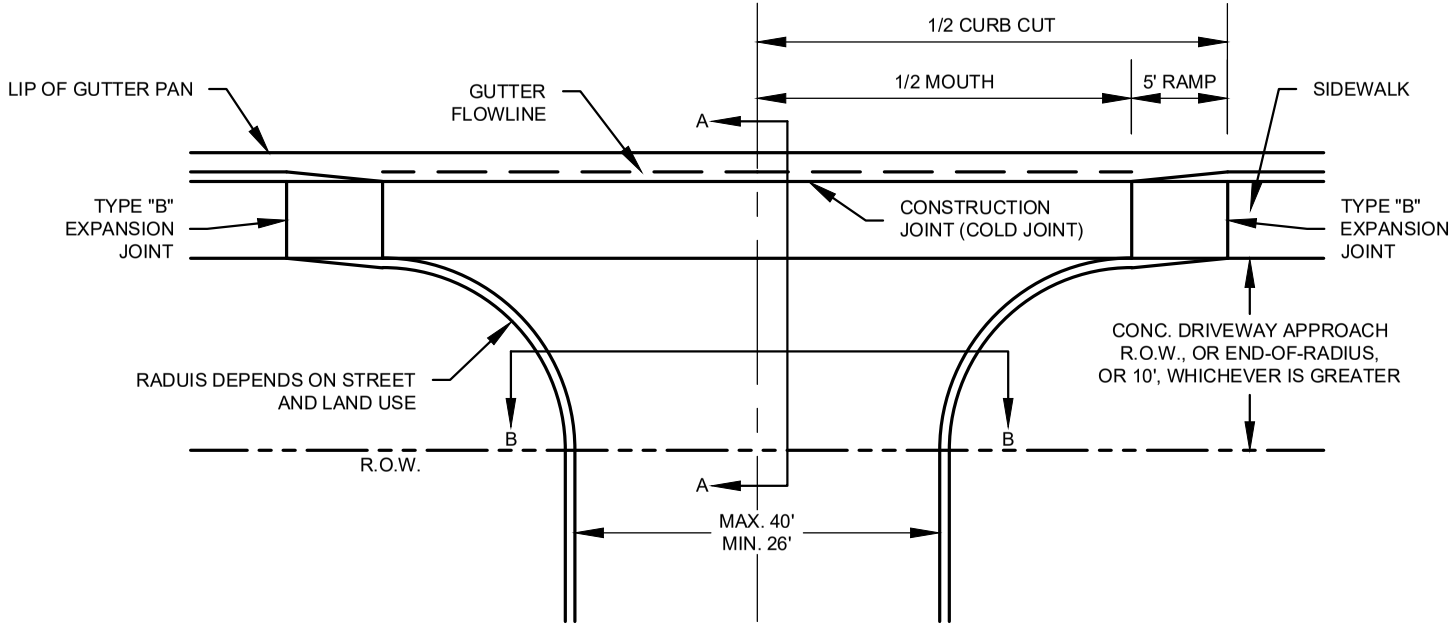
The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

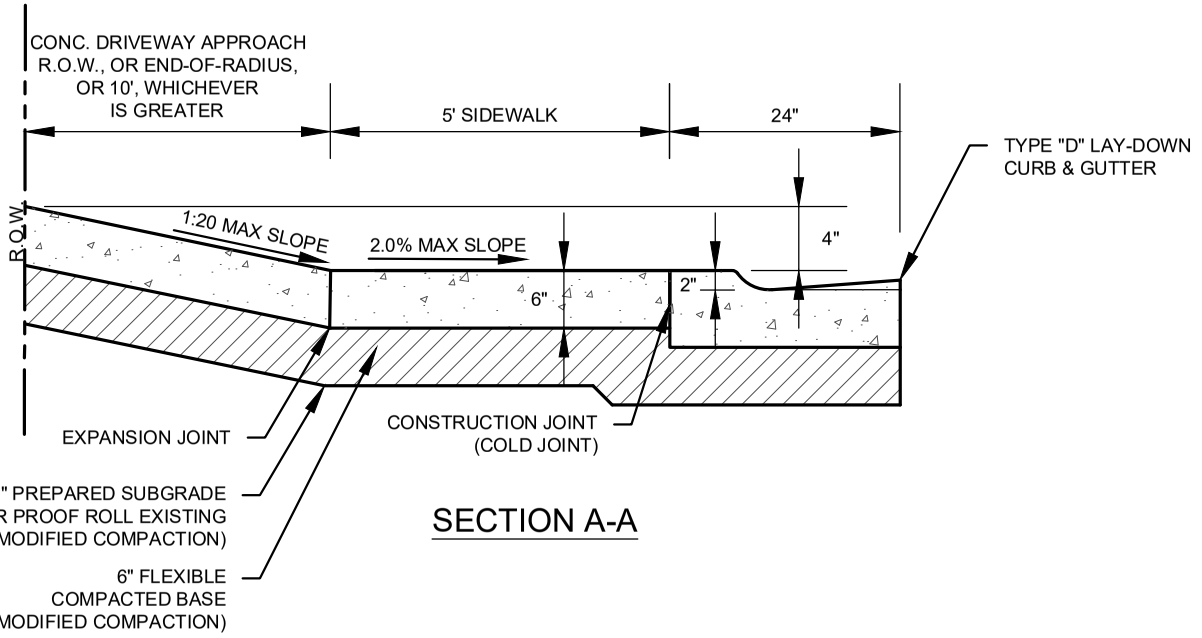
Updated
08/07

City of Midland

Standard Details

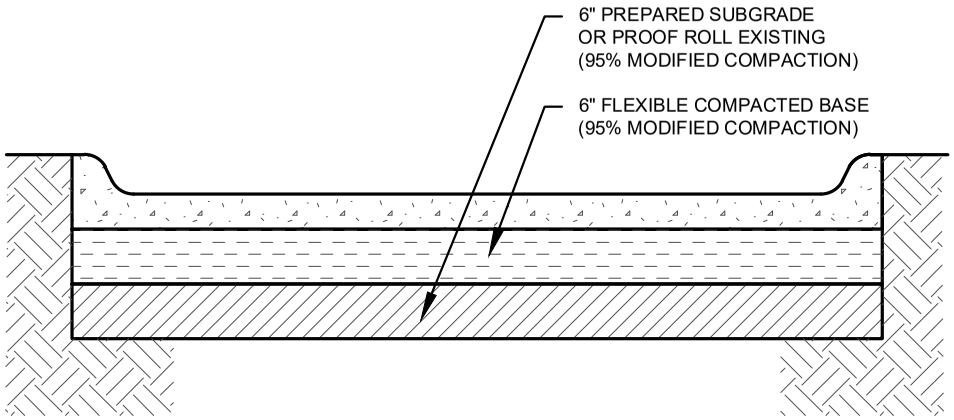
221(A) & 221(B)





SECTION A-A

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		MULTI-FAMILY & COMMERCIAL DRIVEWAY	DETAIL: 221(A)



SECTION B-B

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/ FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. THE CITY ENGINEER OR TRAFFIC ENGINEER MAY APPROVE WIDER OPENINGS FOR COMMERCIAL DRIVES TO ACCOMMODATE DIVIDED ENTRY/EXIT AND ANGLED DRIVES OR HIGH VOLUME, HIGH SPEED STREETS.
6. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
7. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
8. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
9. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
10. SIDEWALKS AND RAMPS TO HAVE COURSE BROOM FINISH.
11. SEAL ALL CONCRETE JOINTS.
12. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
13. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		MULTI-FAMILY & COMMERCIAL DRIVEWAY		221(B)

ADDENDUM #01
Project Number U24-02

TO ALL BIDDERS ON THE SUBJECT BID: Loop 250 & Todd Road Water Improvements Phase 1

ADDENDUM #01

DATE: May 4, 2026

1. Q/A and Clarification
2. Revised Bid Items
3. Revised Pay Notes
4. TxDOT Bore Logs
5. Non-Mandatory Pre-Bid Meeting Agenda
6. Non-Mandatory Pre-Bid Meeting Attendance

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

All other terms and conditions shall remain the same.

EDGARDO MADRID & ASSOCIATES, LLC
Company Name

Bidder Authorized Signature

05/06/26
Date

EDGARDO MADRID
Please Print Above Name

432-940-9683
Phone

www.MidlandTexas.gov

Engineering ▪ 300 N. Loraine, Midland TX 79701 ▪ 432-685-7286

Loop 250 & Todd Road Water Improvements
Project Number U24-02

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The Bid Items section of the Project Manual has been revised. Bidders are directed to remove the original version of the Bid Items section in its entirety and replace it with the revised version of the Bid Items attached to this Addendum 01. Revised bid items include:

Miscellaneous Bid Items 2, 3, & 4 revised.

Water Bid Items 2, 3, 4, & 7 revised.

Water Bid Item 8 added.

Clarification: The Pay Notes section of the Project Manual has been revised. Bidders are directed to remove the original version of the Pay Notes section in its entirety and replace it with the revised version of the Pay Notes attached to this Addendum 01. Revised bid items include:

Water Bid Item 8 added.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

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

Contractor to renew their active licenses before resuming work or to end the project immediately. If the Contractor is allowed to renew the required licenses then the City of Midland will have sole discretion on whether or not to grant a stay of contract time while the required licenses are renewed or to hold the Contractor to the original contract time. There will be no additional payments for traffic controls, erosion controls, site safety measures, material storage, equipment storage, mobilization or remobilization, or similar items during any pause in construction if it is a result of the Contractor's failure to maintain the required licenses for this project.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project. Contractor must comply with the approved TxDOT traffic control plan for this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: All utility covers and cover patterns are to match the City standard details.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: It was stated in the Pre-Bid Meeting that the meeting agenda incorrectly stated that the Addendum for this project would be distributed on Friday, when should have said the Monday afternoon after the Pre-Bid Meeting. This correction matches what was already stated on Pages 5 & 6 of the Project Manual.

Clarification: The Notice to Proceed date will be the same date as the Pre-Construction Meeting date.

Clarification: For this project the Contractor will be allowed to work on Saturdays, and will be allowed to work longer than the standard 8:00 AM – 5:00 PM time period on Monday – Saturday. Work on Sundays or legal holidays will still not be allowed without prior permission form the City except for emergency situations.

Clarification: The Pre-Bid Meeting agenda incorrectly stated that TxDOT's contractor for the Todd Road overpass project was Boler Equipment. TxDOT's contractor for that project is Jones Bros.

Clarification: LOOP 250 CROSSING – The Contractor is required to do this portion of the project work before any other. This will include, at a minimum, all utility work indicated on Construction Drawing Sheet C-503 (*Page 14 of 28*) to install all water infrastructure from Station 11+11.46 (*Keyed Note 15*) to Station 14+44.48 (*Keyed Note 22*). The crossings of the existing frontage roads must be done by boring, however TxDOT is allowing the City to have the water main installed by open trench between the two frontage roads as indicated in the design drawings.

TxDOT is preparing to construct an overpass at the Loop 250 and Todd Road intersection, and is allowing the City to open trench part of the Loop 250 crossing for the water main provided TxDOT's project is not delayed in the process. Boler Equipment is TxDOT's contractor for the overpass project, and is willing to work with the City to facilitate the water line crossing.

If the contractor has a separate paving crew that they want to use to address the driveway work (described next) while their utility crews handle the Loop 250 crossing, that is fine. However, no other part of the utility work can begin until the Loop 250 crossing is done.

Clarification: DRIVEWAYS – The removal of an existing driveway and installation of a new driveway immediately east of Waxwing Drive as shown on Sheets DRWY-1 and DRWG-2 of this plan set must occur in a specific order. The new driveway north of Loop 250 along Waxwing Drive must be installed before the existing driveway at Loop 250 is removed. This work must occur before any utility work occurs at the existing driveway, and the contractor will not be allowed to trench or otherwise impede the use of the existing driveway until the new driveway is complete and fully ready for the residents east of Waxwing Drive to use for vehicle access.

Clarification: Other Utilities – There are multiple private utility lines in the TxDOT ROW north of and parallel to the Loop 250 frontage road pavement, both overheard and underground, including electric lines. Contractor is to exercise extreme caution when working on the north side of Loop 250.

Question: Are there any bore logs for this project?
Answer: Bore logs taken by TxDOT for their Todd Road overpass project at Loop 250 have been attached to this Addendum 01.

Question: Will the dirt pile on the project site be moved?

Answer: TxDOT's contractor, Jones Bros., had indicated that they are willing to work with the City's contractor for this project to shift the dirt pile as needed to facilitate the water main crossing Loop 250.

Question: The water line and the storm drain are labeled at the same invert in the plans?
Answer: The storm drain invert elevation of 2784.52' (Approx) stated in Keyed Note 18 on Sheet C-503 (*Page 14 of 26*) is a typo and is incorrect. The existing storm drain invert is approximately 2788.30.

Question: Why is the water main so deep?
Answer: This is something TxDOT required for the City to be allowed to have the water main in TxDOT Right-of-Way.

Question: Why is the casing pipe size so large?
Answer: The City is unlikely to be allowed to place another casing pipe at this crossing after the TxDOT overpass project, so the casing being installed was sized to allow any future replacement of the water main to be upsized if desired, and also to make the maintenance work on the existing water main inside the casing easier.

Question: Are the valves on the south side of the Loop 250 crossing supposed to be that deep?
Answer: Yes. There is not enough separation between the cross and valves at the south end of the Loop 250 water crossing and the end of the TxDOT crossing to allow for a vertical adjustment before the valves are placed per City standards, so the valves will be deeper than usually seen in the City of Midland at this location as per the construction drawings.

Question: Is there a cost estimate for this project?
Answer: The City is not providing a cost estimate for this project.

Question: The bore length in the Bid Items is for the entire Loop 250 crossing?
Answer: Miscellaneous Bid Item 4) 36" Bore For Casing Pipe, has been reduced to a quantity of 159-LF, and Water Bid Item 7) Open Trenching of Water Main, (10' – 12' Deep) has been increased to a quantity of 461-LF to reflect the installation of water main by bore beneath the existing frontage roads along Loop 250 with an open trench installation between the frontage roads as indicated in the construction drawings.

Question: Bid Item #2 Bore Pit Unit of Measure – The bore pit unit of measure should be in lump sum or each instead of Linear Feet. Please Confirm.
Answer: Miscellaneous Bid Item 2) Bore Pit, has been revised to reflect a Lump Sum unit of measure for its quantity.

Question: Bid Item #3 Receiving Pit Unit of Measure – The receiving pit unit of measure should be in lump sum or each instead of Linear Feet. Please Confirm.
Answer: Miscellaneous Bid Item 3) Receiving Pit, has been revised to reflect a Lump Sum unit of measure for its quantity.

Question: Bid Item #4 Bore for Casing Pipe Quantity Discrepancy – The 2 – 36" Casing Bores measure out to be 178.31 Linear Feet instead of 300'. Please confirm that is correct. Could we change the bid items to Bore with casing and Open Cut with casing?

Answer: Miscellaneous Bid Item 4) 36" Bore For Casing Pipe, has been reduced to a quantity of 159-LF, and Water Bid Item 7) Open Trenching of Water Main, (10' – 12' Deep) has been increased to a quantity of 461-LF to reflect the installation of water main by bore beneath the existing frontage roads along Loop 250 with an open trench installation between the frontage roads as indicated in the construction drawings.

Question: Bid Item #2 Valve and Vault Depth Inquiry at Station 14+37.44 – What is the required depth of the 3 - 16-inch valve and the associated valve vaults located at Station 14+37.44? Please clarify.

Answer: The valve depth at Station 14+37.44 will match the water invert depth of the cross at the same station as indicated by Keyed Note 21, Sheet C-503 (*Page 14 of 26*).

Question: Bid Item #2 Quantity Discrepancy – There is a discrepancy between the bid items and plans for the 16" Gate Valves & Vaults. There is a total of 8 on the project. Please Confirm.

Answer: Water Bid Item 2) 16" Gate Valve & Vault (MJxMJ/FL) has been revised to reflect a quantity of 8.

Question: Bid Item #4 Quantity Discrepancy – The bid items show 3,350 tons on the bid items. Should that be 3.35 Tons? Please Clarify

Answer: Water Bid Item 4) Ductile Iron Fittings has been revised to reflect a quantity of 1.68 tons rather than 3,350 tons.

Question: Air Relief Specification at Station 8+60.70 & 14+44.48 – The specified air relief device is designed for wastewater systems according to the manufacturer's information. Is this the preferred model for use in this application?

Answer: Bidders are directed to bid the project as per the current bid document information.

Question: Air Relief Quantity Discrepancy – There is a discrepancy between the bid items and plans for the 16" Air Relief & Vault. There are only 2 on the project. Please Confirm.

Answer: Water Bid Item 3) 16" Air Relief Valve & Vault (Water Main) has been revised to reflect a quantity of 2.

Question: No Bid Item – There is no bid item for the 12" stub out at Station 28+18.89?

Answer: Water Bid Item 8) 12" AWWA C-900 DR18, PVC, Water Main has been added to the Bid Items section attached to this Addendum 01.

Question: Elevation issue at Station 12+76.28 – The plans show that the "approximate" depth of the existing storm drain line is 2784.52. If this is accurate the invert of the water line matches that exact elevation which would be in conflict. Please clarify if this is correct.

Answer: The storm drain invert elevation of 2784.52' (Approx) stated in Keyed Note 18 on Sheet C-503 (*Page 14 of 26*) is a typo and is incorrect. The existing storm drain invert is approximately 2788.30.

Question: Do you have an update on the release of Addendum #1? Is there going to be an extension on the bid date?

Answer: Addendum 01 is being issued as per the bid documents. There is no extension on the bid date. The Bid Opening deadline remains May 7, 2026 at 2:00 PM.

BID ITEMS

(See Proposal sheet for additional information.)

Project Name: LOOP 250 & TODD RD WATER IMPROVEMENTS
Project Number: U24-02

Miscellaneous Items

Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Mobilization, furnished, installed, complete and in place.	4	MO	M1	$	$
2)	Bore Pit, furnished, installed, complete and in place.	2	LS	M2	$	$
3)	Receiving Pit, furnished, installed, complete and in place.	2	LS	M3	$	$
4)	36" Bore For Casing Pipe, furnished, installed, complete and in place.	159	LF	M4	$	$
5)	36" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	300	LF	M5	$	$
6)	24" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M5	$	$
7)	Erosion/Sediment Control, furnished, installed, complete and in place.	4	MO	M6	$	$
8)	Traffic Control, furnished, installed, complete and in place.	4	MO	M7	$	$
9)	Job Site Safety, furnished, installed, complete and in place.	4	MO	M8	$	$
10)	Seeding & Stabilization, furnished, installed, complete and in place.	934	SY	M9	$	$
11)	Spray Watering, furnished, installed, complete and in place.	1	LS	M10	$	$
12)	Material Mark-up, complete and in place.	N/A	N/A	M11	%	$ N/A
13)	Labor Mark-up (Regular Work Hours), complete and in place.	N/A	N/A	M12	%	$ N/A
14)	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	N/A	N/A	M13	%	$ N/A
Total Miscellaneous Items 1 - 14		$				

Demolition Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	345	SY	D1	$_____	$_____
2)	Removal & Disposal of Existing Unclassified Concrete Pavement, complete and in place.	63	SY	D2	$_____	$_____
3)	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place.	290	LF	D3	$_____	$_____
4)	Removal & Disposal of Existing 3 Rail Pipe Fence And Gate, complete and in place.	28	LF	D4	$_____	$_____
Total Demolition Items 1 - 4		$_____				

Water Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	16” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3020	LF	W1	$	$
2)	16” Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	8	EA	W2	$	$
3)	16” Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	2	EA	W3	$	$
4)	Ductile Iron Fittings, furnished, installed, complete and in place.	1.68	TON	W4	$	$
5)	Connect to Existing Water Main, furnished, installed, complete and in place.	1	EA	W5	$	$
6)	Open Trenching of Water Main, (0' - 10' Deep), furnished, installed, complete and in place.	2700	LF	W6	$	$
7)	Open Trenching of Water Main, (10' - 12' Deep), furnished, installed, complete and in place.	461	LF	W6	$	$
8)	12” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	5	LF	W1	$	$
Total Water Items 1 - 8		$				

Structural Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	3 Rail Pipe Fence And Gate, complete and in place.	28	LF	ST1	$_____	$_____
Total Structural Items 1 - 1		$_____				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	330	SY	P1	$_____	$_____
2)	2” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	330	SY	P2	$_____	$_____
3)	6” Base Course Pavement, furnished, installed, complete and in place.	20	SY	P3	$_____	$_____
4)	6” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place.	330	SY	P4	$_____	$_____
5)	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	66	GAL	P5	$_____	$_____
6)	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	33	GAL	P6	$_____	$_____
7)	6” Commercial Concrete Driveway Approach, furnished, installed, complete and in place.	101	SY	P7	$_____	$_____
8)	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	290	LF	P8	$_____	$_____
9)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	330	SY	P9	$_____	$_____
Total Paving Items 1 - 9		$_____				

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Structural Items	$_____
5. Paving Items	$_____
Total Price	$_____

PAY NOTES

U24-02

LOOP 250 & TODD ROAD WATER IMPROVEMENTS PHASE 1

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Bore Pit	M2
3	Receiving Pit	M3
4	36" Bore For Casing Pipe	M4
5	36" Steel Pipe Casing (1/4" Wall Thickness)	M5
6	24" Steel Pipe Casing (1/4" Wall Thickness)	M5
7	Erosion/Sediment Control	M6
8	Traffic Control	M7
9	Job Site Safety	M8
10	Seeding & Stabilization	M9
11	Spray Watering	M10
12	Material Mark-up	M11
13	Labor Mark-up (Regular Work Hours)	M12
14	Equipment Rental Mark-up (Non-Standard Equipment Only)	M13
Demolition Items		
1	Removal & Disposal of Existing Unclassified Pavement	D1
2	Removal & Disposal of Existing Unclassified Concrete Pavement	D2
3	Removal & Disposal of Existing Concrete Curb & Gutter	D3
4	Removal & Disposal of Existing 3 Rail Pipe Fence	D4
Water Items		
1	16" AWWA C-900 DR18, PVC, Water Main	W1
2	16" Gate Valve & Vault (MJxMJ/FL)	W2
3	16" Air Relief Valve & Vault (Water Main)	W3
4	Ductile Iron Fittings	W4
5	Connect to Existing Water Main	W5
6	Open Trenching of Water Main (0'-10')	W6
7	Open Trenching of Water Main (10'-12')	W6
8	12" AWWA C-900 DR18, PVC, Water Main	W1
Structural Items		
1	3 Rail Pipe Fence	ST1
Paving Items		
1	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P1
2	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P2
3	6" Base Course Pavement	P3
4	6" Flexible Base (Type A, Grade 4)	P4
5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30, 0.10 Gal / SY)	P6
7	6" Commercial Concrete Driveway Approach	P7
8	Type A Concrete Curb & Gutter	P8
9	Flowable Fill / 2-Sack Backfill	P9

PAY QUANTITY NOTES

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

M2 Includes the necessary equipment, labor, materials, and incidentals to place and backfill a Bore Pit per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, appurtenances, and clean-up. Measurement and payment to be made per lump sum once the bore pit backfill is completed.

M3 Includes the necessary equipment, labor, materials, and incidentals to place and backfill a Recieving Pit per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, appurtenances, and clean-up. Measurement and payment to be made per lump sum once the recieving pit backfill is completed.

M4 Includes the necessary equipment, labor, materials, and incidentals to install a Bore For Casing Pipe per the construction drawings and City of Midland standards and specifications, including all appurtenances and clean-up. Measurement and payment to be made per linear foot measured along the ground surface following the bore centerline through all objects, structures, and appurtenances.

M5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M6 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M7 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M8 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M9 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M10 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

M11 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M12 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M13 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D4 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all gates, columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

ST1 Includes the necessary equipment, labor, materials, and incidentals to install a Fence per the construction drawings and City of Midland standards and specifications, including all columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the fence centerline through all structures and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P3 Includes the necessary equipment, labor, materials, and incidentals for placement of Base Course Pavement per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

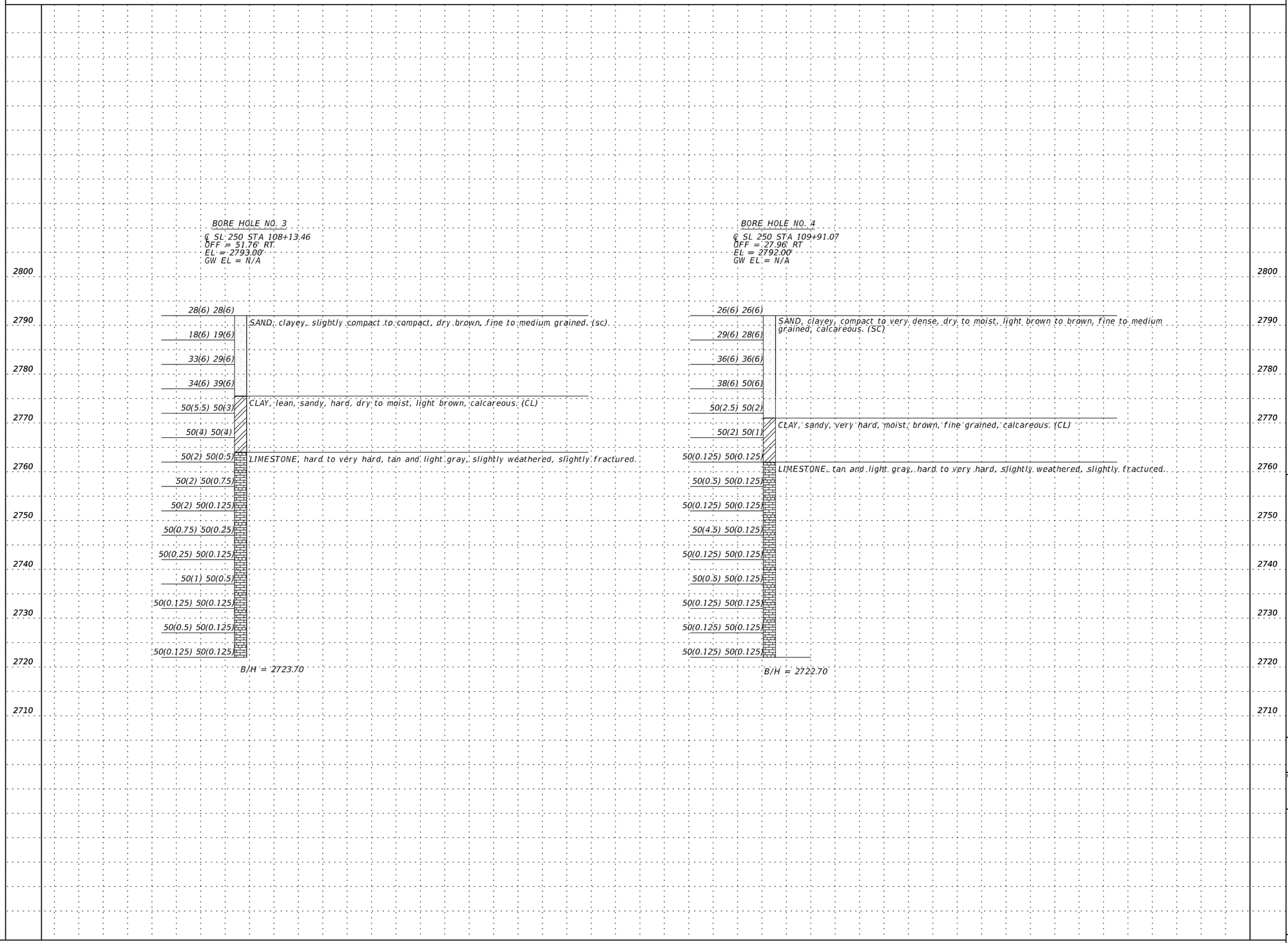
P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard of material placed measured along the ground surface.

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

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot placed measured along the back-of-curb.

P9 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

CK: JJS
DW: EIA
CK: JJS
DW: EIA



0 10 20

SCALE IN FEET

NOTES:

1. BOREHOLE INFORMATION SHOWN FOR EASE OF REFERENCE. FOR COMPLETE BORING INFORMATION, SEE GEOTECHNICAL REPORT BY BEYOND ENGINEERING & TESTING.

STATE OF TEXAS
RYAN C. LAURENT
131995
LICENSED PROFESSIONAL ENGINEER
9/8/2025

100% PLANS

Kimley»Horn F-928

© 2024

Texas Department of Transportation

SL 250

OVERPASS AT TODD DR
EBML
BORING LOGS

SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
1188	02	111	SL 250
DIST	COUNTY		SHEET NO.
ODA	MIDLAND		128

DATE: 9/8/2025 3:47:33 PM
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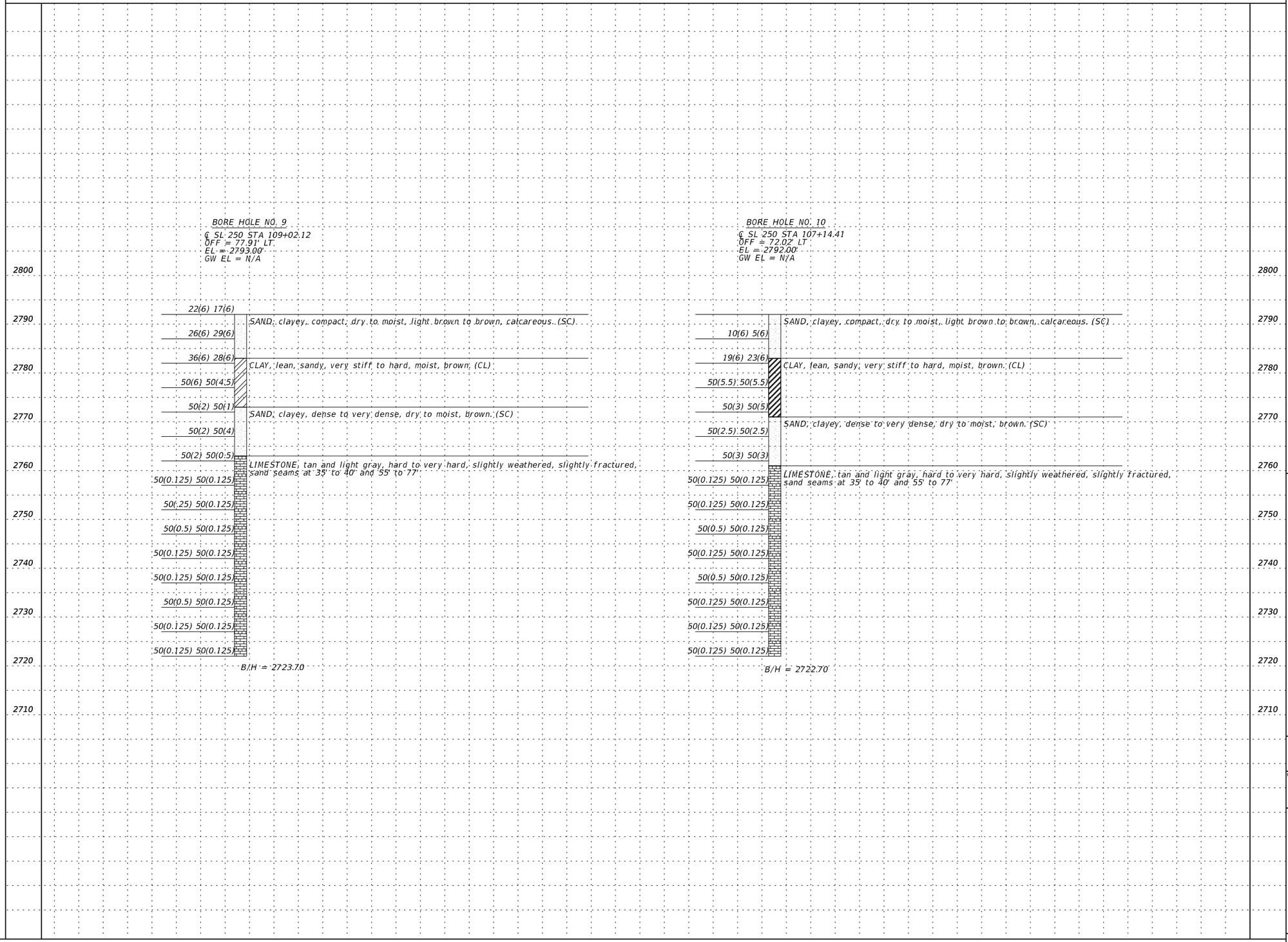
CK: JJS
DW: EIA
CK: JJS
DW: EIA



0 10 20

SCALE IN FEET

NOTES:

1. BOREHOLE INFORMATION SHOWN FOR EASE OF REFERENCE. FOR COMPLETE BORING INFORMATION, SEE GEOTECHNICAL REPORT BY BEYOND ENGINEERING & TESTING.

9/8/2025

STATE OF TEXAS
RYAN C. LAURENT
131995
LICENSED
PROFESSIONAL ENGINEER

100% PLANS

Kimley»Horn F-928

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Texas Department of Transportation

SL 250

OVERPASS AT TODD DR
WBML
BORING LOGS

SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
1188	02	111	SL 250
DIST	COUNTY		SHEET NO.
ODA	MIDLAND		140

DATE: 9/8/2025 3:56:11 PM
FILE: c:\pw\khn1\d0242409\SL250_MCF_BORING.dgn

Loop 250 & Todd Road Water Improvements Phase 1
Non-Mandatory Pre-Bid Meeting Agenda
Project No. U24-02
April 29, 2026

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Carl Craigo – Public Works Officer
   - Gabe McClelland – Director Engineering Services
   - Bobby Wojciechowski – Assistant Director of Engineering
   - Josh Ferguson – Assistant City Engineer
   - Ryan Conner – Engineer I
   - Alma McCammond – Assistant Utilities Director
   - Ever Pando-Sotelo – Water & Wastewater
   - Taha Sakrani – City Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Stephen Lamb – Franchise Utility Coordinator
   - Kirby Jones – Project Manager, document processing & payments
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Liz Sanchez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - In general, this project involves the extension of a new 16" water main.
   - This project scope includes the installation of a proposed water main by both open trenching and boring methods in public utility easements, TxDOT Right-Of-Way, and City Right-of-Way, as well as the removal of an existing driveway approach and the installation of a new driveway approach.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     purchasing@midlandtexas.gov

   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, May 1, 2026, at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.

- ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

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

  – OR –

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

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

- **Bid Opening is Thursday, May 7, 2026, at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.
  - Bidders must provide proof that they possess active licenses equal to or a higher class than a Water Operator D license and either a Wastewater D license or a Class 1 Collections license.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - This is a project that needs to move to construction quickly to avoid conflicts with TxDOT. The Contractor must conduct the construction in the sequence described in *9. Additional Information, Clarifications, and Corrections* of this Agenda unless these directions are changed or revised in a future Addendum as part of this project's bid process.

- City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
- Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
- Work is not to occur on Sundays or legal holidays unless required for emergency situations.
- Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
    - Bidders must provide documentation as part of the bid packet submittal proving that they possess both an active license equal to or a higher class than a Water Operator D license and an active license equal to or a higher class than either a Wastewater D license or Class 1 Collections license, and the Contractor must maintain bother of these active licenses for the entirety of the project. Bids without this proof of active licensure will be deemed non-responsive and will not be accepted.
    - Comply with all OSHA and other applicable safety requirements and regulations at all times.
    - Construction staking is solely the responsibility of the Contractor.
    - Construction testing is solely the responsibility of the Contractor.
    - Contractor is responsible for all Erosion Control for this project.
        - The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days before ground is disturbed for small sites or 7 days before ground is disturbed for large sites.
        - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
        - Contractor is required to remove all temporary BMPs placed at the end of the project. This is considered subsidiary to the overall project.
    - Contractor is responsible for all Traffic Control for this project.
        - Contractor is responsible for coordinating with the City.
        - Contractor is responsible for maintaining access to all adjacent properties during this project.
            - Contractor is responsible for notifying affected property owners at least two (2) business days in advance of any planned access interruptions.
            - Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring at an otherwise blocked point of access so long as this does not conflict with the approved traffic control plan.
        - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
        - Contractor is to take particular care when working in this project area. Almost all portions of this project are located within either TxDOT ROW or public easements on private property.
        - Contractor is to take particular care when performing any work on or next to Waxwing, and the driveway removal and replacement must take place in the sequence outlines in *9. Additional Information, Clarifications, and Corrections*.
    - Contractor is responsible for maintaining service to adjacent lots during this project.
        - Contractor mist notify affected properties at least two (2) business days prior to any planned service interruption.
        - Contractor is to take particular care when working in the vicinity of the Harmony Science Academy, to minimize service interruptions as much as possible, and

whenever possible to coordinate planned service interruptions to minimize the impact to the school campus.

- Material stored on the project site must be properly stored and protected from damage and weathering.
  - There is to be no storage of equipment or material in TxDOT Right-o-Way.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
   - This project is occurring in TxDOT Right-of-Way, and as such a TxDOT Permit will be required before any construction activity can take place. The City of Midland will be responsible for obtaining the required permit after the project has been awarded and an anticipated construction schedule is known.
   - Contractor is reminded that this project is located in an urban environment. Structures, trees, and overhead lines are common, and contractor is to provide proper equipment to complete all work required for this project in an urban environment.
   - LOOP 250 CROSSING – The Contractor is required to do this portion of the project work before any other. This will include, at a minimum, all utility work indicated on Construction Drawing Sheet C-503 (*Page 14 of 28*) to install all water infrastructure from Station 11+11.46 (*Keyed Note 15*) to Station 14+44.48 (*Keyed Note 22*). The crossings of the existing frontage roads must be done by boring, however TxDOT is allowing the City to have the water main installed by open trench between the two frontage roads as indicated in the design drawings.
     - TxDOT is preparing to construct an overpass at the Loop 250 and Todd Road intersection, and is allowing the City to open trench part of the Loop 250 crossing for the water main provided TxDOT's project is not delayed in the process. Boler Equipment is TxDOT's contractor for the overpass project, and is willing to work with the City to facilitate the water line crossing.
     - If the contractor has a separate paving crew that they want to use to address the driveway work (described next) while their utility crews handle the Loop 250 crossing, that is fine. However, no other part of the utility work can begin until the Loop 250 crossing is done.
   - DRIVEWAYS – The removal of an existing driveway and installation of a new driveway immediately east of Waxwing Drive as shown on Sheets DRWY-1 and DRWG-2 of this plan set must occur in a specific order. The new driveway north of Loop 250 along Waxwing Drive must be installed before the existing driveway at Loop 250 is removed. This work must occur before any utility work occurs at the existing driveway, and the contractor will not be allowed to trench or otherwise impede the use of the existing driveway until the new driveway is complete and fully ready for the residents east of Waxwing Drive to use for vehicle access.
   - All public easements on private properties for this project have already been secured, including the single temporary construction easement on the north side of the Loop 250 crossing point. The Contractor is directed to ensure their construction activity is contained within these easements, and to complete all stabilization and vegetation of the project site in a timely manner at the project's completion. Any construction activity or damage to adjacent properties located outside the public easements will be the Contractor's sole responsibility to address.
   - Traffic Control – Because most of this project is located in TxDOT ROW, the traffic control for this project must comply with the traffic control called out in the design drawings that TxDOT has already approved.
   - Other Utilities – There are multiple private utility lines in the TxDOT ROW north of and parallel to the Loop 250 frontage road pavement, both overheard and underground, including electric lines. Contractor is to exercise extreme caution when working on the north side of Loop 250.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to the designated email address for the City of Midland at purchasing@midlandtexas.gov.

Non-Mandatory Pre-Bid Meeting Attendance

U24-02

Loop 250 & Todd Road Water Improvements Phase 1

Date: 04-29-2026 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	Aaron Burgell	EDGARDO MADRID	432-349-7734		aaron@edgardomadrid.com
	Everardo Rodriguez	Natera Excavation	432-634-3989		everardo@nateraexcavation.com
	DAVID WALDROP	SCOTT THANE	432-352-5159		
	Chris Adams	Boler	432-528-7614		bids@boler.net
	EDGARDO MADRID	EDGARDO MADRID	432.940.9683		edgardo@edgardomadrid.com.
	Alma Mclammond	City of Midland	432-210-3328		amcammond@midlandtexas.gov.
	Liz Sanchez	City of Midland	432.685.7239		lzsanchez@midlandtexas.gov
	RYAN CONNER	" "	" "		rconner@midla
	Lorena Hernandez	" "	432-685-7222		lhernandez@midlandtexas.gov
	Kirby Jones	" "			Kjones@midlandtexas.gov
	Bobby W.	" "			
	Carl Craigo	" "			

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ✦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed WATER DISTRIBUTION OPERATOR certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: RENEWAL APPLICATION
Date Fee Paid: 03/18/2022
Amount Paid: $ 111.00

TEST SCORE: N/A

CONTACT INFORMATION
WATER LICENSING
(512)239-6133

For general information about licensing visit:
www.tceq.texas.gov/licensing
Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

EDGARDO MADRID
Is hereby licensed as a
WATER DISTRIBUTION OPERATOR

Class	License Number	Expires
C	WD0013289	06/01/2025

SIGNATURE EXECUTIVE DIRECTOR

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

EDGARDO MADRID

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS C WATER DISTRIBUTION OPERATOR

License Number: WD0013289
Issue Date: 04/01/2022
Expiration Date: 06/01/2025

Executive Director
Texas Commission on Environmental Quality



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

AARON M BURKELL

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS C WATER DISTRIBUTION OPERATOR

License Number: **WD0012854**
Issue Date: **08/14/2024**
Expiration Date: **09/25/2027**

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RICHARD D BORREGO

Is hereby licensed as a

WASTEWATER COLLECTION OPERATOR

Class	License Number	Expires
I	WW0046713	05/25/2027

SIGNATURE

EXECUTIVE DIRECTOR

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RICHARD D BORREGO

Is hereby licensed as a

GROUND WATER TREATMENT OPERATOR

Class	License Number	Expires
C	WG0016058	03/10/2029

SIGNATURE

EXECUTIVE DIRECTOR

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ANDREW RIOS

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS C WATER DISTRIBUTION OPERATOR

License Number: WD0017371
Issue Date: 05/06/2022
Expiration Date: 05/06/2025

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ANDREW RIOS

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS II WASTEWATER COLLECTION OPERATOR

License Number: WW0069673
Issue Date: 04/15/2022
Expiration Date: 04/15/2025

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ✦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed WASTEWATER TREATMENT OPERATOR certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: RENEWAL APPLICATION
Date Fee Paid: 10/24/2023
Amount Paid: $ 111

TEST SCORE: N/A

CONTACT INFORMATION
WASTEWATER LICENSING
(512)239-0170

For general information about licensing visit:
www.tceq.texas.gov/licensing
Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ASAEL GARCIA
Is hereby licensed as a
WASTEWATER TREATMENT OPERATOR

Class	License Number	Expires
C	WW0058414	11/16/2026

SIGNATURE

INTERIM EXECUTIVE DIRECTOR

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ASAEL GARCIA

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS C WASTEWATER TREATMENT OPERATOR

License Number: WW0058414
Issue Date: 11/10/2023
Expiration Date: 11/16/2026

Interim Executive Director
Texas Commission on Environmental Quality

EDGARDO MADRID & Associates

Edgardo Madrid
President
edgardo@edgardomadrid.com
432-940-9683
6216 Spahn Street, Midland, TX 79706

LIST OF EQUIPMENT TO BE USED IN THIS PROJECT

Unit #	Asset	Hours	Comments
1000	2017 Caterpillar 420F2 Backhoe	6836	
1012	2018 Broce Broom Sweeper	120	
1013	2015 Caterpillar 930K Wheel Loader	5684	
1017	2015 Caterpillar 349F Excavator	5200	
1020	2014 Caterpillar 320E Excavator	6953	
1021	2014 Caterpillar 320E Excavator	5999	
1023	2019 Caterpillar 140M3 Motor Grader	5718	
1024	2018 Caterpillar 336F L Excavator	4924	
1027	2015 Caterpillar 745C Dump Truck	6670	
1028	2015 Caterpillar 745C Dump Truck	7755	
1029	2019 Caterpillar 938M Wheel Loader	6536	
1030	2013 Caterpillar CP56B Compactor		

EDGARDO MADRID & Associates

Edgardo Madrid
President
edgardo@edgardomadrid.com
432-940-9683
6216 Spahn Street, Midland, TX 79706

PROJECT EXPERIENCE – PAST PROJECTS (5 YEAR HISTORY)

PROJECT :	City of Pecos CROPAC Lift Station Project
OWNER :	City of Pecos
ENGINEER:	WTC Engineering & Surveying, (432) 523-2181, chad.tompkins@wtcinc.com
CONTRACT AMOUNT :	**$629,118.90**
COMPLETION DATE :	**01/24/2022**
CONTACT INFORMATION :	Heather Ramirez, Assistant City Manager, (432) 445-2421, hramirez@pecostx.gov
SCOPE :	Furnish and install a lift station/service pole/control panel/electrical work and 45 lf of 12" PVC SDR 35 Sewer Line and 2,310 lf of 6" PVC SDR-26 force main.

PROJECT:	Reeves County Hospital
OWNER:	Reeves County
ENGINEER:	DUNAWAY, (432) 699-4889, thair@dunaway.com
CONTRACT AMOUNT:	**$ 2,970,890.00**
COMPLETION DATE:	**01/27/2022**
CONTACT INFORMATION:	Blair Hansen, Construction Manager, (205) 757-2258, BHansen@robinsmorton.com
SCOPE	Furnish and Install 1,740 lf of 8" and 620 lf of 6" PVC Waterline Pipe, 983 lf of 15", 247 lf of 12" and 300 lf of 6" Sewer Pipe ,6 Fire Hydrants, 11 Fiberglass Manholes, 1,980 lf of Different ADS Storm Pipe Sizes, 14 Stormwater Services Connections, Furnish and Installation of a Lift Station, 844 lf of Demolition & Disposal of Curb & Gutter, 1088 cy of Demolition & Disposal of Asphalt Pavement, a combination of 410,182 sf of Imported and Compaction of Base for Temporary Laydown, Base for Parking and Base for Building and 84,000 sf of Gravel at Laydown Areas.

PROJECT :	City of Pecos, Waterline and Water Plant Project for ECCO Services LLC
OWNER :	City of Pecos
ENGINEER:	MBS Development Services LLC, (210) 514-3563, mbs57071@gmail.com
CONTRACT AMOUNT :	**Phase 1: $248,938.00 (Waterline), Phase 2: $265,082.50 (Water Plant)**
COMPLETION DATE :	**03/17/2022**
CONTACT INFORMATION :	Heather Ramirez, Assistant City Manager, (432) 445-2421, hramirez@pecostx.gov
SCOPE :	Phase1: Furnish and Install 4,465 lf of 8" PVC C-900 waterline, 3 Hydrants and 9 gate valves Phase2: Furnish and install 50,000 bolted tank, 4,000 hydro tank skid, pump controls and electrical

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PROJECT:	Shenandoah Offsite
OWNER:	Betenbough Homes
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 1,964,697.76**
COMPLETION DATE:	**06/15/2022**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Installed 1,798 lf of 12" PVC Water Pipe, 6,095 lf of 8" PVC Waterline Pipe, 5; 12" Gate Valves, 17; 8" Gate Valves, 15 Fire Hydrants, 123; 1" Water Service Connections, 1,829 lf of 12" PVC Sewer Line, 4,893 lf of 8" PVC Sewer Line, 24 Fiberglass Manholes, 123; 4" Sewer Connections and 3,690 lf of 4" Sewer Services.

PROJECT:	Wellfield Waterline and Rehabilitated Well
OWNER:	City of Lamesa USDA Loan
ENGINEER:	Parkhill
CONTRACT AMOUNT:	**$ 1,264,899.48**
COMPLETION DATE:	**07/26/2022**
CONTACT INFORMATION:	Leonard Nail, Project Engineer, (806) 473-3536, LNail@Parkhill.com
SCOPE:	Installed 10,800 lf of 18" PVC Waterline, 325 lf of 6" PVC Waterline, one 24" Water Valve, 16; 18" Gate Valves, 13; 6" Gate Valves, 175 lf of 30" Bore and Casing with 18" Waterline Pipe, 9,000 sy of Asphalt Pavement Repairs, 5,000 sy of 2 Sack Cement for Repairs, 10 sy of 4" Concrete Sidewalk and 270 sy of Reinforced Driveway.

PROJECT :	Trunk Street 12" Waterline Extension
OWNER :	Ace Fluid Solutions
ENGINEER:	Landgraf Crutcher & Associates Inc., (432) 332-5058, lca@lcaodessa.com
CONTRACT AMOUNT :	**$ 604,318.92**
COMPLETION DATE :	**08/13/2022**
CONTACT INFORMATION :	Robert Hougland, Construction Supervisor, 411 W 8th St, Odessa, TX 79761, (432)335-3227
SCOPE :	Installed 2,943 lf of 12" PVC Waterline Pipe, 9 Fire Hydrants, 2,596 lf of Silent Fence, 21 sy of Concrete Pavement Repair and 94 sy Asphalt Pavement Repair.

PROJECT:	North and South Loops and CR 200 WL
OWNER:	Loving County
ENGINEER:	S.W. HOWELL, INC., (432) 367-5711, swh@swhowell.com
CONTRACT AMOUNT:	**$ 1,463,233.93**
COMPLETION DATE:	**01/14/2023**
CONTACT INFORMATION:	Steve Dennis, Project Engineer, (432) 367-5711, s.dennis@swhowell.com
SCOPE:	Installed 10,800 lf of 6" Poly, 325 lf of 6" PVC Waterline, one 24" Water Valve, 16; 18" Gate Valves, 13; 6" Gate Valves, 175 lf of 30" Bore and Casing with 18" Waterline Pipe, 9,000 sy of Asphalt Pavement Repairs, 5,000 sy of 2 Sack Cement for Repairs, 10 sy of 4" Concrete Sidewalk and 270 sy of Reinforced Driveway.
PROJECT:	Betenbough Homes Mockingbird Ridge Phase 2

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OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 368,609.97**
COMPLETION DATE:	**12/07/2022**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Installed 1,778 lf of 8" PVC Waterline, 5; 8" Gate Valves, 4; 6" Gate Valve, 4 Fire Hydrants, 56; 1" Water Connections, 627 lf of 8" Sewer Line, 56; 4" Sewer Service Connections and 2,240 lf of 4" Sewer Services.

PROJECT:	Betenbough Homes Mockingbird Phase 3
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 580,634.47**
COMPLETION DATE:	**12/08/2022**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Furnish and Install of 3,460 lf of 8" PVC Waterline Pipe, 5; 8" Gate Valves, 6; 6" Gate Valves, 6 Fire Hydrants, 55; 1" Water Service Connections, 1,593 lf of 8" PVC Sewer Line Pipe, 6 Manholes, 55; 4" Sewer Service Connections and 2,200 lf of 4" Sewer Service,

PROJECT:	Betenbough Homes Mockingbird Offsite
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 2,297,491.34**
COMPLETION DATE:	**01/09/2023**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Furnish and Install of 820 lf of 12" PVC Waterline Pipe, 5,980 lf of 8" PVC Waterline Pipe, Lift Station Package With Concrete, Meter Loop and Electrical Controls.

PROJECT:	Betenbough Homes Mockingbird Phase 4
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 1,436,282.30**
COMPLETION DATE:	**03/10/2023**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Furnish and Install 4,698 lf of 8" PVC Waterline Pipe, 15; 8" Gate Valves, 10; 6" Gate Valves, 10 Fire Hydrants, 68; 1" Water Service Connections, 300 lf of 16" Steel Pipe Casing, 1,846 lf of 8" PVC Sewer Line Pipe, 6 Manholes, 68; 4" Sewer Service Connections, 1,876 lf of 4" Sewer Service, Transport, Compaction and Grading of 84,00 cy.

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PROJECT:	Betenbough Homes Mockingbird Phase 5
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 1,731,904.24**
COMPLETION DATE:	**07/14/2023**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Furnish and Install of 6,637 lf of 8" PVC Water Line Pipe, 23; 8" Gate Valves, 12; 6" Gate Valves, 12 Fire Hydrants, 119; 1" Water Service Connections, 140 lf of Steel Pipe Casing, 6,824 lf od 8" PVC Sewer Line Pipe, 37 Manholes, 119; 4" Sewer Service Connections, 3,630 lf of Sewer Service.

PROJECT:	Betenbough Homes Mockingbird Phase 1
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 1,529,860.42**
COMPLETION DATE:	**07/28/2023**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Furnish and Install 6,524 lf of 8" PVC Waterline Pipe, 15; 8" Gate Valves, 14; 6" Gate valves, 14 Fire Hydrants, 139; 1" Water Service Connections, 144 lf of 16" Steel Pipe Casing, 6,414 lf of 8" PVC Sewer Line Pipe, 2,879lf of 10" PVC Sewer Line Pipe, 32 Fiberglass Manholes, 139; 4" Sewer Service Connections, 4,639 lf of 4" Sewer Services, 765 lf of 24" and 2,735 lf of 30" HDPE Dual Wall Storm Pipe, 12 Storm Manholes and 10 lf of Concrete Curb Inlet.

PROJECT:	Betenbough Homes Windmill Phases 2, 3, 4 & 5 Dirt Work
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 1,681,978.00**
COMPLETION DATE:	**09/06/2023**
CONTACT INFORMATION:	Keiry Galindo, Construction Manager, (432)530-4362, keiryg@betenbough.com
SCOPE:	Removal of 90,000 cy of Topsoil, Milling Process of 160,00 cy and Removal of 163,000 cy of Milled Material.

PROJECT:	Betenbough Homes Mockingbird Phase 9
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 1,530,330.50**
COMPLETION DATE:	**10/25/2023**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Furnish and Install of 4,652 lf of 8" PVC Waterline Pipe, 14; 8" Gate Valves, 8; 6" Gate Valves, 8 Fire Hydrants, 98; 1" Water Service Connections, 2,869 lf of 8" PVC Sewer Line Pipe, 1,661 lf of 10" Sewer Line Pipe, 22 Manholes, 98; 4" Sewer Service Connections, 2,940 lf of 4" Sewer Services, Fill of 22,938 cy, and Cut of 2,023 cy and Compaction.

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PROJECT:	Betenbough Homes Mockingbird Phase 7
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 1,335,471.10**
COMPLETION DATE:	**11/13/2023**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	Furnish and Install of 3,962 lf of 8" PVC Water Line Pipe, 10; 8" Gate Valves, 8; 6" Gate Valves, 8 Fire Hydrants, 103; 1" Water Service Connection, 10 lf of Steel Pipe Casing, 2,507 lf of 8" PVC Sewer Line Pipe, 12 Manholes, 103; 4" Sewer Service Connections, 2,760 lf of 4" Sewer Service, Cut of 31,180 cy and Fill of 18,379 cy of Dirt, Compaction and Grading.

PROJECT:	Betenbough Homes Windmill Phase 2 Utilities
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 612,155.76**
COMPLETION DATE:	**12/01/2023**
CONTACT INFORMATION:	Keiry Galindo, Construction Manager, (432)530-4362, keiryg@betenbough.com
SCOPE:	Furnish and Install of 2,619 lf of 8" PVC Waterline Pipe, 8; 8" and 5; 6" Gate Valves, 4 Fire Hydrants, 38; 1" Water Service Connections, 2,452 lf of 8" Sewer Line Pipe, 9 Fiberglass Manholes, 38; 4" Sewer Service Connections and 1,140 lf of 4" Sewer Services.

PROJECT:	Betenbough Homes Windmill Offsite
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 873,246.42**
COMPLETION DATE:	**12/18/2023**
CONTACT INFORMATION:	Keiry Galindo, Construction Manager, (432)530-4362, keiryg@betenbough.com
SCOPE:	Furnish and Install 980 lf of PVC Waterline Pipe, one 12" Gate Valve, 1,390 lf of Different Sizes of PVC Sewer Line Pipe, 3 Fiberglass Manholes.

PROJECT:	North County Road 300 Water Supply System
OWNER:	Loving County
ENGINEER:	S.W. HOWELL, INC., (432) 367-5711, swh@swhowell.com
CONTRACT AMOUNT:	**$ 4,963,023.92**
COMPLETION DATE:	**01/10/2024**
CONTACT INFORMATION:	Steve Dennis, Project Engineer, (432) 367-5711, s.dennis@swhowell.com
SCOPE:	Furnish and Install 2 Pump Stations, Furnish and Install 5; 17,300 gal. Potable Water Fiberglass Storage Tanks, Replace Different Existing Grundfos, Modify Pumps and Change Electrical System, Furnish and Install 2; 25,800 gal Fiberglass Water Tanks, Furnish and Install Chlorination Systems, Furnish and Installation of Fiberglass Building, Install 35,026 lf of 6" Polyethylene Pipe, Furnish and Install 4; 6" Flushing Valves and 880 lf of Boring Case.

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PROJECT :	DR Horton – Texas, LTD, Northwest Passage Phase 4, Water, Storm and Sewer
OWNER :	DR Horton – Texas, LTD
ENGINEER:	Parkhill, Inc., Tarek Redwan P.E., (806)544-5164, tredwan@parkhill.com
CONTRACT AMOUNT :	**$1,394,160.00**
COMPLETION DATE :	**7/2024**
CONTACT INFORMATION :	Steve K Howard, Land Development, (682) 321-3123, SKHoward@drhorton.com
SCOPE :	Furnish and install 1,140 lf of 12" PVC waterline, 2,070 lf of 8" PVC waterline, 1,310 lf of 6" PVC Waterline, 24 each Gate Valves, 9 Fire Hydrants, 1,680 lf of 6" PVC sewer line, 7 manholes, 126 water service connections, 76 sewer service connections, 1,320 lf of 18" HDPE storm pipe, 6 storm manholes, and 1 storm concrete inlet structure.

PROJECT:	Betenbough Homes Mockingbird Phase 11
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 997,835.98**
COMPLETION DATE:	**02/29/2024**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	

PROJECT:	Betenbough Homes Mockingbird Phase 11
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 997,835.98**
COMPLETION DATE:	**02/29/2024**
CONTACT INFORMATION:	Ben Barton, Construction Manager, (432)234-8781, benb@betenbough.com
SCOPE:	

PROJECT:	City of Midland, SH-191 Wastewater Main Extension
OWNER:	City of Midland
ENGINEER:	Parkhill, Kevin Krueger P.E., (432) 697-1447, kekruger@parkhill.com
CONTRACT AMOUNT:	**$2,745,300.83**
COMPLETION DATE:	**03/15/2024**
CONTACT INFORMATION:	Carl Craigo, Director of Utilities, 432-685-7261, ccraigo@midlandtx.gov
SCOPE:	Furnish and install 9,605 lf of 12" PVC SDR 26 sewer main, 23 Manholes, 80 lf of 20" Steel Casing, traffic control, soil preparation and re-seeding.

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PROJECT:	Betenbough Homes Windmill Phase 9
OWNER:	Betenbough Homes.
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT:	**$ 721,937.90**
COMPLETION DATE:	**09/16/2024**
CONTACT INFORMATION:	Keiry Galindo, Construction Manager, (432)530-4362, keiryg@betenbough.com
SCOPE:	Furnish and Install of 780 lf of 12", 2,180 lf of 8" and 100 lf of 6" PVC Waterline Pipe, a Combination of 2; 12", 7; 8" and 5; 6" Gate Valves, 5 Fire Hydrants, 78; 1" Water Service Connections, 2,636 lf of 8" PVC Sewer Pipe, 4 Fiberglass Manholes, 2,660 lf of 4" Sewer Service and 78; 4" Sewer Service Connections.

PROJECT :	City of Midland, Wall Street Sewer Diversion
OWNER :	City of Midland
ENGINEER:	Freese and Nichols, Jillian Nava P.E., (806) 503-4377, Jillian. Nava@freese.com
CONTRACT AMOUNT :	**$4,190,089.15**
COMPLETION DATE :	**100% Complete**
CONTACT INFORMATION :	Carl Craigo, Director of Utilities, 432-685-7261, ccraigo@midlandtx.gov
SCOPE :	Furnish and install a lift station/service pole/control panel/electrical work and 2,695 lf of 15" PVC SDR 35 Sewer Line and 935 lf of 10" HDPE DR-11 force main.

PROJECT :	Ector County ARPA Water Line Project
OWNER :	Ector County
ENGINEER:	Kimley Horn 4411 98th St. Lubbock TX 79424 806-686-1085
CONTRACT AMOUNT :	**$5,475,602.71**
COMPLETION DATE :	**100% Completion**
CONTACT INFORMATION:	Chandler Shields, PE 806-239-0928 chandler.shields@kimley-horn.com
SCOPE :	Furnish and Install 25,1539 LF of 14" HDPE along with 35 FH and 615 LF of 6" HDPE and a 24" 465LF Bore.

PROJECT :	City of Odessa Utility Contract 2021-2024
OWNER :	City of Odessa
ENGINEER:	Yervand Hmayakyan, 411 W 8th Street, Odessa, TX 79760, (432)335-3243
CONTRACT AMOUNT :	**$3,842,736.50**
COMPLETION DATE :	**12/03/2024**
CONTACT INFORMATION:	Robert Hougland, Construction Supervisor, 411 W 8th St, Odessa, TX 79761, (432)335-3227
SCOPE :	Water & Sewer Residential Taps, Water & Sewer Line replacements, and Fire Hydrant replacement

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PROJECT :	Betenbough Mockingbird Ridge Phase 20 Utilities
OWNER :	Betenbough Homes
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT :	**$980,321.55**
COMPLETION DATE :	**10/22/25**
CONTACT INFORMATION:	Roy Sanders, Land developer, 6702 N State Highway 349, Midland, TX 79705. (432)218-8646
SCOPE :	Install 2,868 LF 8" Waterline, 8 ea. 8" gate valves, 6 ea fire hydrants, 75 waterline, 2 air relief valves, 2,789 LF of 8" Sewer line, 14 Fiberglass manholes, 75 sewer connections.

PROJECT :	Betenbough Windmill Crossing Phase 13 Utilities
OWNER :	Betenbough Homes
ENGINEER:	Maverick Engineering, 1909 W Wall Street, Midland, TX 79701
CONTRACT AMOUNT :	**$1,381,800.98**
COMPLETION DATE :	**10/25/2025**
CONTACT INFORMATION:	Keiry Galindo, Construction Manager, (432)530-4362, keiryg@betenbough.com
SCOPE :	4,980 LF of 8" Waterline, 340 LF of 6" Waterline, 12 ea. 8" Gate valve, 11 Fire hydrants, 136 waterline services, 4,236 LF of 8" Sewer line, 11 fiberglass manholes, 6 End of line clean outs.

PROJECT :	Deer Meadows Addition Phase 1
OWNER :	432 Land Group
ENGINEER:	LCA Engineering, 521 North Texas, Odessa, TX 79761, (432)332-5058
CONTRACT AMOUNT :	**$3,772,512.82**
COMPLETION DATE :	**12/18/2025**
CONTACT INFORMATION:	Chad Tarver, Partner (806)777-1084, 6968 Levelland Hwy, Lubbock, TX 79407
SCOPE :	Install 1,440 LF of 12" Waterline, 2,077 LF of 8" waterline, 1,907 LF of 6" waterline, 5 ea. 8" gate valves, 10 Fire hydrants, 151 water services, 3,503 LF of 8" sewer line, 933 LF of 6" sewer line, 19 Manholes, 148 LF of Storm Drain pipe, 3,159 SY of 6" concrete pavement, 1,115 SY of 4' sidewalk, 1,511 SY of 8' sidewalk, 5,055 LF of 6" Curb and Gutter.

PROJECT :	Ector County American Rescue Plan Act Waterline Project Package No. 2
OWNER :	Ector County Utility District
ENGINEER:	Kimley Horn, 801 Cherry St, Suit 1300, Unit 11 FT. Worth, TX 76102 (817) 335-6511
CONTRACT AMOUNT :	**$2,534,396.63**
COMPLETION DATE :	**1/29/26**
CONTACT INFORMATION:	Debi Hays, Director (432) 381-5525
SCOPE :	Install 6,092 LF of 14" Dips DR 11 waterline, 221 LF of Steel casing, 7 ea. 12" gate valves, 2 ea. 8" line stops, 217 SY of asphalt repair, 11 ea. Utility markers, 9 ea. 8" gate valves, 8 ea. 6" gate valves, 1 ea. 12" line stop, 2 ea. 6" line stop,

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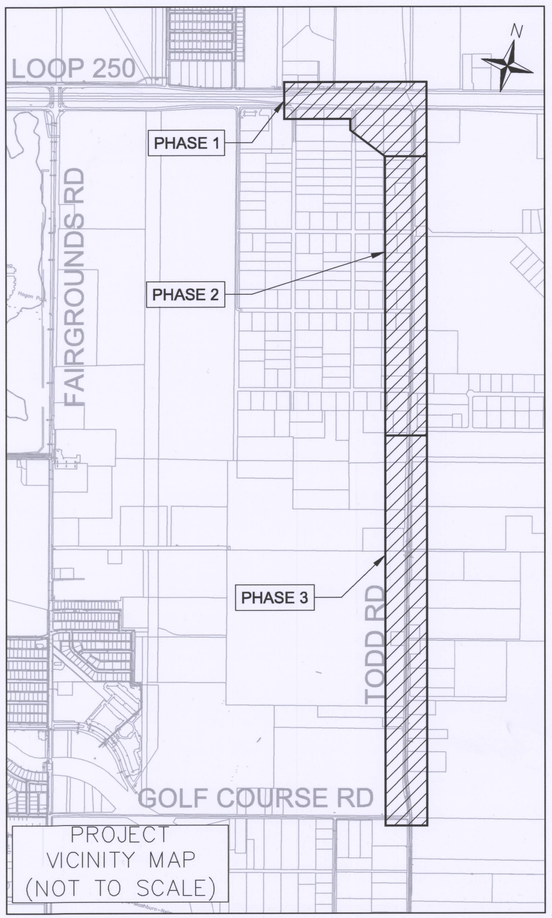
PROJECT :	MCUD – Greenwood ISD Waterline expansion
OWNER :	Midland County Utility District
ENGINEER:	Parkhill
CONTRACT AMOUNT :	**$3,982,092.44**
COMPLETION DATE :	**99%**
CONTACT INFORMATION:	Alex Watson (CMAR) 1700 Swift St, Suit 200, North Kansas City, MO 64116
SCOPE :	Install 20,700 LF of 12" waterline, 32 ea. 12" gate valves, 2 ea. Air relief valves, 16 fire hydrants, 5,713 LF of asphalt road repair, concrete driveway repairs, pipeline crossings, 2 bores.

PROJECT :	City of Midland, Paul Davis Wellfield Pump Station Improvements
OWNER :	City of Midland
ENGINEER:	HDR Engineering, Inc., (512) 912-5100, sherif.mabrouk@hdrinc.com
CONTRACT AMOUNT :	**$2,725,387.00**
	90%
COMPLETION DATE :	**Complete**
CONTACT INFORMATION :	Carl Craigo, Utilities Director, (432) 685-7261, ccraigo@midlandtexas.gov
SCOPE :	Furnish and Install 2 each 16" 8,000 gpm pumps with 500HP motors, a 30" Mag Meter with Vault, 2 each actuators, 1 each 1500kVA pad mounted transformer, electrical and controls

PROJECT :	City of Odessa Utility Contract 2024-2026
OWNER :	City of Odessa
ENGINEER:	Yervand Hmayakyan, 411 W 8th Street, Odessa, TX 79760, (432)335-3243
CONTRACT AMOUNT :	**$5,539,691.48**
COMPLETION DATE :	**75%**
CONTACT INFORMATION:	Robert Hougland, Construction Supervisor, 411 W 8th St, Odessa, TX 79761, (432)335-3227
SCOPE :	Water & Sewer Residential Taps, Water & Sewer Line replacements, and Fire Hydrant replacement.

LOOP 250 & TODD ROAD WATER IMPROVEMENTS PHASE 1
PROJECT NUMBER: U24-02
MARCH 2026



PROJECT VICINITY MAP (NOT TO SCALE)

MAYOR

LORI BLONG

COUNCIL MEMBERS

BRIAN STUBBS	DISTRICT ONE
JOHN NORMAN	DISTRICT TWO
JACK LADD	DISTRICT THREE
AMY STRETCHER BURKES	DISTRICT FOUR
JOHN BURKHOLDER	AT-LARGE
ROBIN POOLE	AT-LARGE

CITY MANAGER

TOMMY GONZALEZ

ENGINEERING SERVICES DIRECTOR

GABRIEL MCCLELLAND

ASSISTANT CITY ENGINEER

JOSHUA C. FERGUSON, P.E.
OFFICE: (432) 685-7290
EMAIL: jferguson@midlandtexas.gov

CITY OF MIDLAND, 300 N. LORAINE ST.,
MIDLAND, TX 79702

SHEET INDEX

SHEET	DESCRIPTION
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C-102	GENERAL NOTES
C-201 TO C-203	EXISTING CONDITIONS
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C-501	MASTER PLAN
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811 Know what's below. Call before you dig.

								Description
							By	
							Date	
						Rev. No.	MAR-26	
Drawn By	ACA					Job No.	U24-02	
Checked By	JCF					Horz. Scale	N / A	
Approved By	JCF					Vert. Scale	N / A	
Date						Date		

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

COVER

STATE OF TEXAS
APR 20 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-101
01 OF 26

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-1 COVER & NOTES.dwg Mar 19, 2026 - 9:43am rconner

GENERAL NOTES:

A) THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS ALONG LOOP 250 FROM WAXWING DRIVE TO LOOP 250 AND TODD ROAD INTERSECTION.

B) ALL CONSTRUCTION IS TO COMPLY WITH THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER, THE MORE RESTRICTIVE STANDARD, REQUIREMENTS, OR REGULATION WILL GOVERN.

C) ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NORTH AMERICAN VERTICAL DATUM 1988.

D) EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SURVEY POTHOLING AND SITE VISITS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION AND ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.

E) CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY. TRAFFIC CONTROL PLAN MUST COMPLY WITH TxDOT APPROVED TRAFFIC CONTROL PLAN INCLUDED IN THIS CONSTRUCTION DRAWING SET.

F) CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THE CONSTRUCTION DRAWING SET.

G) CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.

H) OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

DEMOLITION NOTES:

A) CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B) CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C) ALL SAW-CUT IS TO HAVE CLEAN AND STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.

D) ALL TRENCH PAVEMENT REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.

CONSTRUCTION NOTES:

A) WHEREVER POSSIBLE NEW PUBLIC UTILITY MAINS ARE TO END WITH A FULL PIPE SECTION.

B) ALL REPAIRS OR REPLACEMENT OF EXISTING PAVEMENT ARE TO BE TO EQUAL OR BETTER CONDITION THAN THE EXISTING PAVEMENT.

C) WHERE UTILITY MAINS ARE INSTALLED IN EXISTING PAVEMENT, THE PAVEMENT IS TO BE SAW CUT.

D) ANY AND ALL FLOWABLE FILL (2-SACK, 188-LBS/CY) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO THE PLACEMENT OF ANY PAVEMENT OVER THE FLOWABLE FILL MATERIAL.

E) CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT CONSTRUCTION STAKING AND SURVEYING.

F) CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT TESTING.

LEGEND

- FIRE HYDRANT ASSEMBLY
- UTILITY POLE
- UTILITY POLE WITH GUY WIRE
- OHE — OVERHEAD ELECTRIC LINE
- CROSS
- TEE
- BEND
- REDUCER
- GATE VALVE
- MANHOLE
- W.W. — WASTEWATER MAIN
- W.L. — WATER MAIN
- X — SILT FENCE
- PRIVATE FENCE
- WATER LATERAL AND BOX WITH METER
- WATER LATERAL AND BOX
- WATER FLUSHING STATION
- G.L. — GAS LINE
- T — UNDERGROUND FIBER OPTIC
- E — UNDERGROUND ELECTRIC LINE
- SIGN
- GM — GAS METER
- E — CONDUIT BOX
- MAILBOX

811 Know what's below. Call before you dig.

Drawn By	ACA							
Checked By	JCF							
Approved By	JCF							
Vert. Scale	N/A							
Horz. Scale	N/A							
Job No.	U24-02							
Date	MAR-26	Rev. No.	Date	By	Description			

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
APR 20 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-102
02 OF 26

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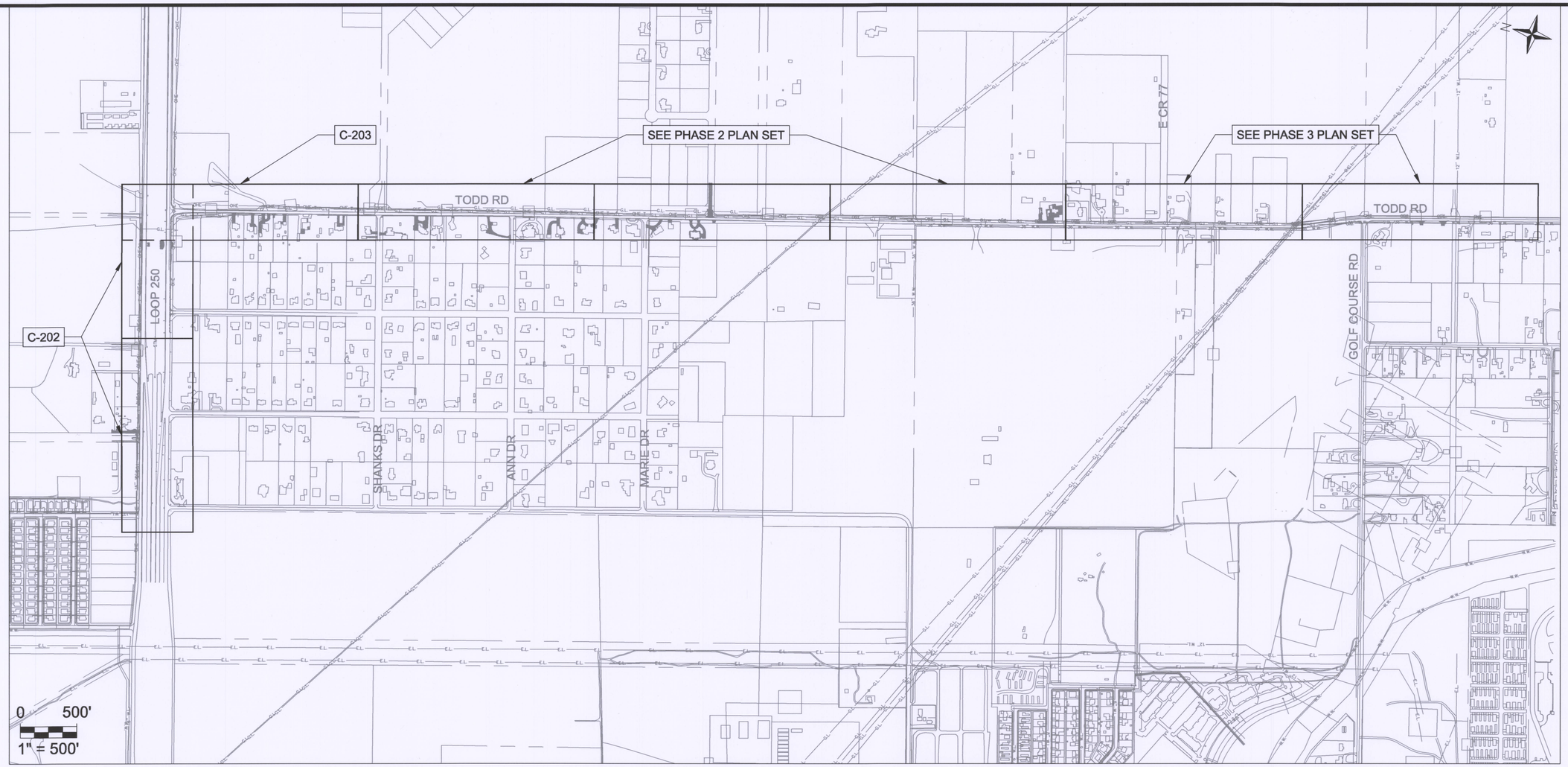

EXISTING CONDITION NOTES:

A) EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

B) EXISTING GAS, ELECTRIC, AND COMMUNICATION LINES WERE LOCATED FROM ONE-CALL MARKERS AND SPOT POT-HOLING CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

C) ALL EXISTING TREES ARE TO REMAIN AND ARE TO BE UNDISTURBED DURING CONSTRUCTION ACTIVITY. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH EXISTING TREES AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO PERFORMING ANY ACTIVITY THAT MIGHT HARM A TREE.

811 Know what's below. Call before you dig.

								Description
							By	
							Date	
							Rev. No.	
Drawn By	ACA							
Checked By	JCF							
Approved By	JCF							
Vert. Scale	N / A							
Horz. Scale	1"=500'							
Job No.	U24-02							
Date	MAR-26							

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LOOP 250 & TODD ROAD WATER IMPROVEMENTS

EXISTING OVERALL

STATE OF TEXAS
APR 10 2026
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

SHEET C-201

03 OF 26

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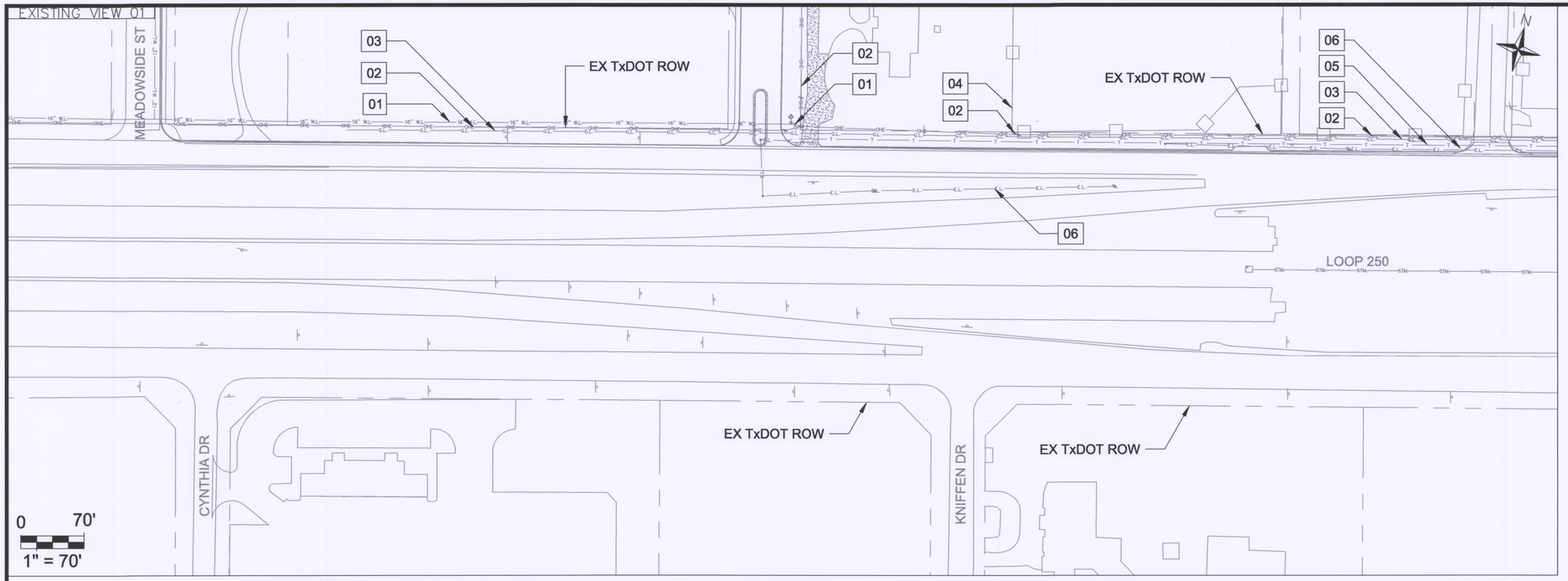
EXISTING VIEW 01



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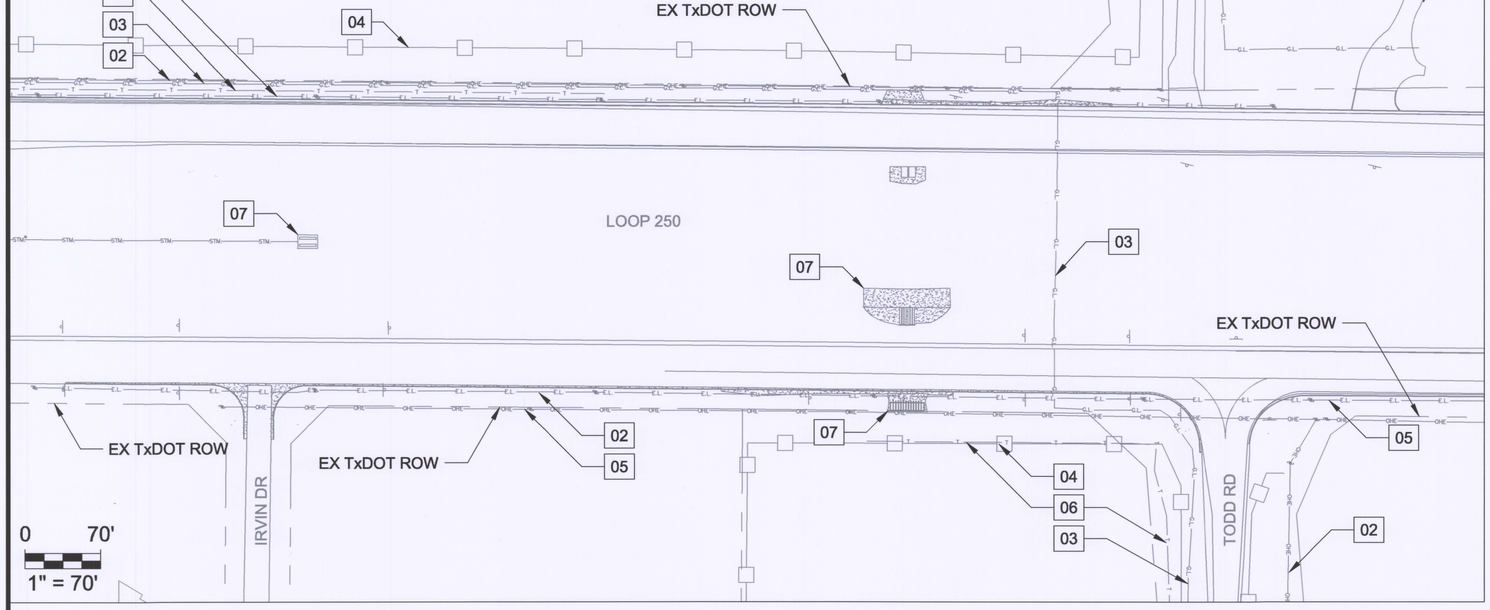

KEYED NOTES:

01 EXISTING 16" WATER MAIN

02 EXISTING OVERHEAD POWER LINES

03 EXISTING ACTIVE GAS LINES

04 EXISTING FENCE

05 EXISTING FIBER OPTIC CABLE

06 EXISTING UNDERGROUND ELECTRICAL CONDUIT

07 EXISTING DRAINAGE STRUCTURE

811 Know what's below. Call before you dig.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=70'
Job No.	U24-02
Date	MAR-26

Rev. No.	Date	By	Description

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LOOP 250 & TODD ROAD WATER IMPROVEMENTS

EXISTING CONDITIONS 1 OF 2

STATE OF TEXAS
MAR 19 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-202

04 OF 26

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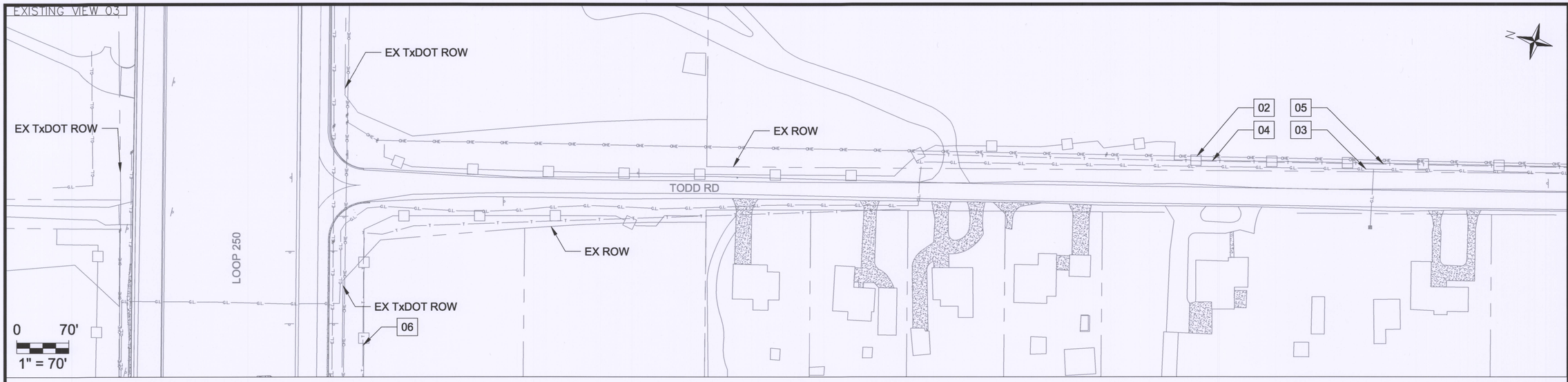

KEYED NOTES:

02 EXISTING OVERHEAD POWER LINES

03 EXISTING ACTIVE GAS LINES

04 EXISTING FENCE

05 EXISTING FIBER OPTIC CABLE

06 EXISTING UNDERGROUND ELECTRICAL CONDUIT

08 EXISTING MAILBOX

09 EXISTING DRIVEWAY DRAINAGE CULVERT

811 Know what's below. Call before you dig.

Rev. No.	Date	By	Description

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=70'
Job No.	U24-02
Date	MAR-26

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LOOP 250 & TODD ROAD WATER IMPROVEMENTS

EXISTING CONDITIONS 2 OF 2

STATE OF TEXAS JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER

Josh Ferguson

SHEET C-203

05 OF 26

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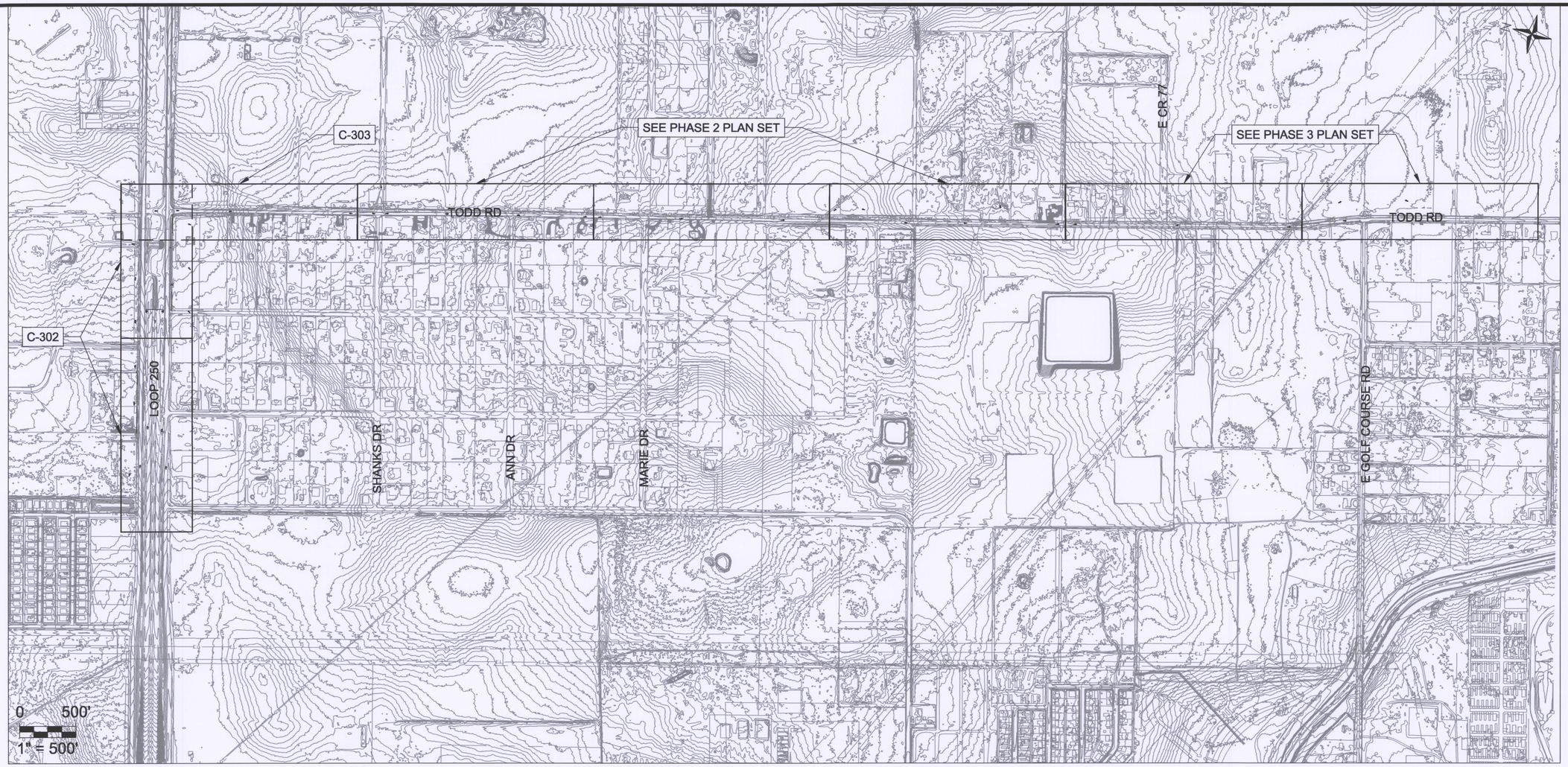

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B. CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT MUST BE LOCATED WITHIN THE EXISTING PROJECT WORK ZONE WITHIN THE PUBLIC RIGHT-OF-WAY FOR TODD ROAD.

E. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN THE WATER MAIN TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM THE PROJECT SITE.

F. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THAT THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

811 Know what's below. Call before you dig.

Drawn By	ACA							
Checked By	JCF							
Approved By	JCF							
Vert. Scale	N / A							
Horz. Scale	1"=500'							
Job No.	U24-02							
Date	MAR-26	Rev. No.	Date	By	Description			

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LOOP 250 & TODD ROAD WATER IMPROVEMENTS

EROSION CONTROL PLAN OVERALL

STATE OF TEXAS
APR 10 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-301
06 OF 26

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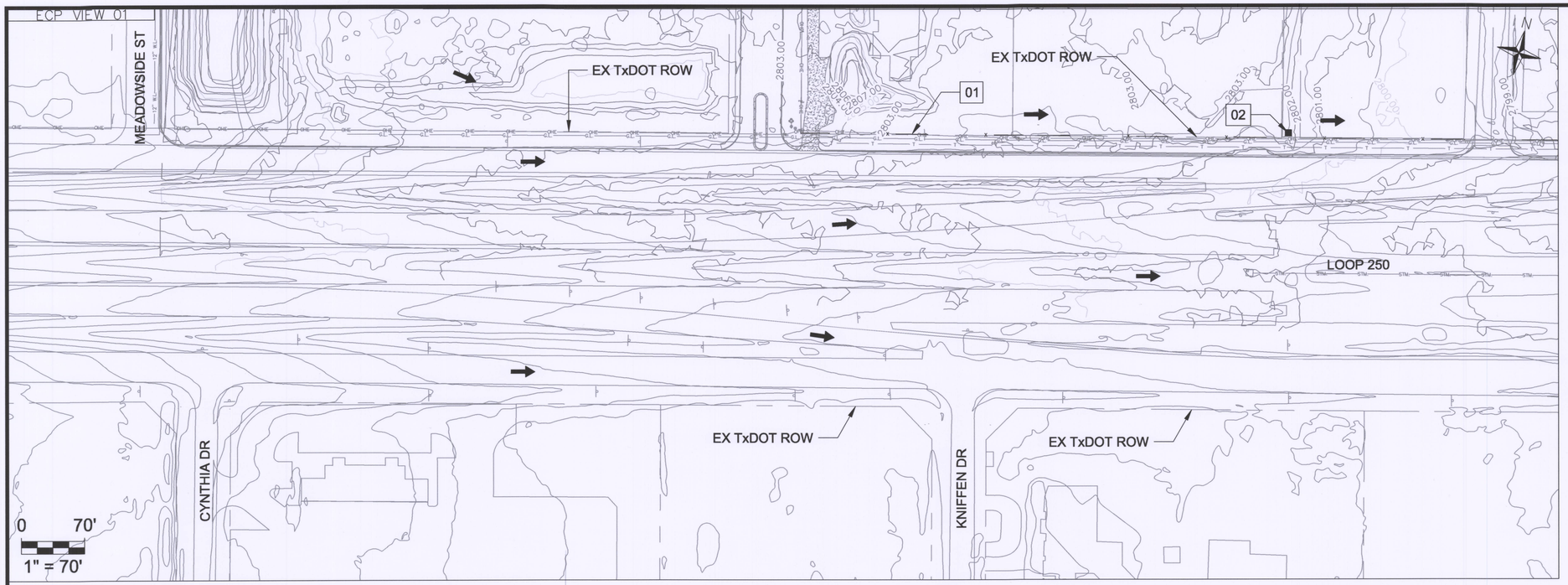

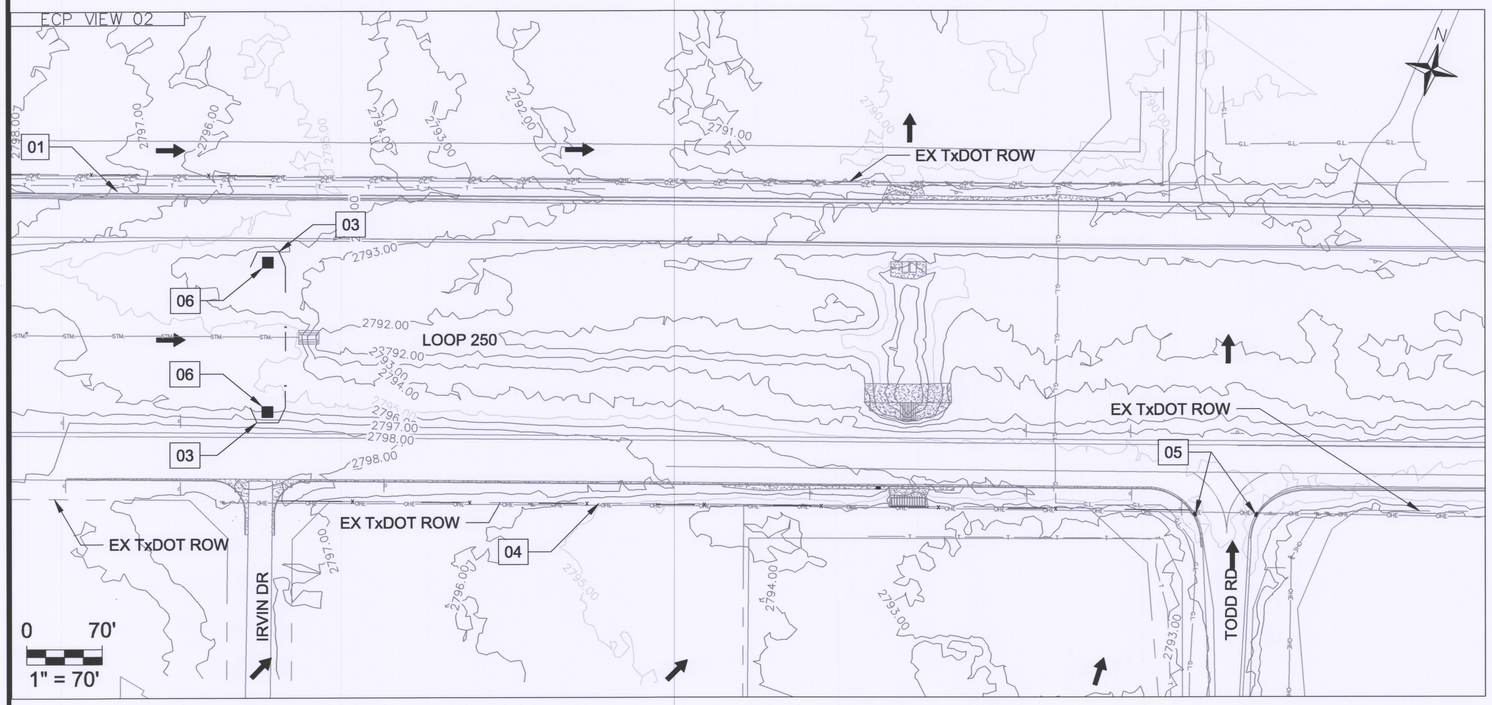

KEYED NOTES:

01 PLACE SILT FENCE ALONG FRONTAGE ROADS 5' FROM BACK OF CURB

02 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE

03 PLACE SILT FENCE 5' FROM ROAD EDGE

04 PLACE SILT FENCE AT PARCEL LINE EASEMENT BOUNDARY (18.0' FROM ROAD EDGE)

05 PLACE SANDBAGS IN GUTTER FLOWLINE ALONG CURB AT END OF FILLET RADIUS

06 BORING LAUNCH PIT AND RECEIVING PITS SHOWN FOR REFERENCE

811 Know what's below. Call before you dig.

								Description
								By
								Date
								Rev. No.
Drawn By	ACA							
Checked By	JCF							
Approved By	JCF							
Vert. Scale	N / A							
Horz. Scale	1"=70'							
Job No.	U24-02							
Date	MAR-26							

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LOOP 250 & TODD ROAD WATER IMPROVEMENTS

EROSION CONTROL PLAN 1 OF 2

STATE OF TEXAS
APRIL 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-302

07 OF 26

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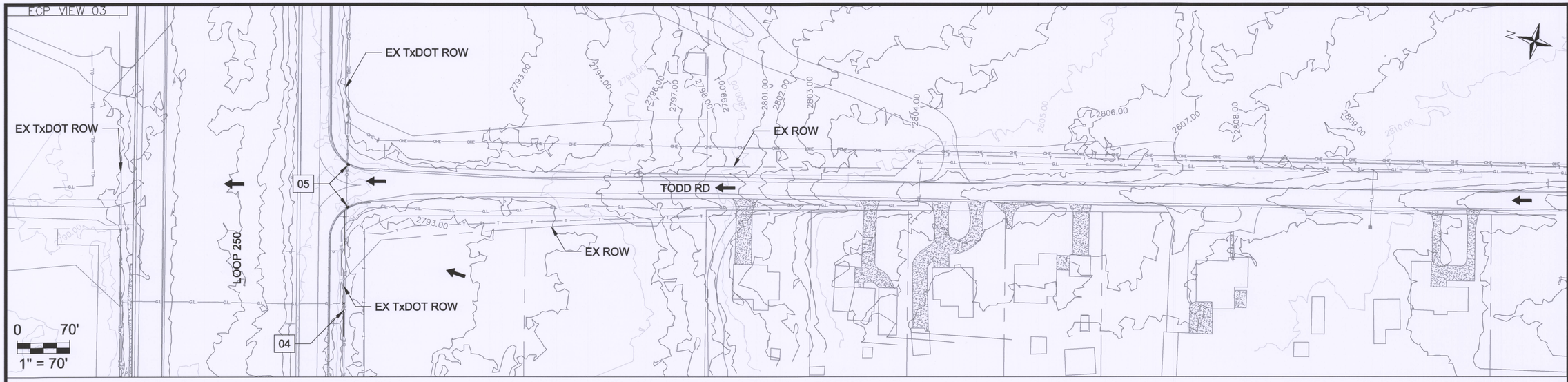

KEYED NOTES:

04 PLACE SILT FENCE AT PARCEL LINE EASEMENT BOUNDARY (18.0' FROM ROAD EDGE)

05 PLACE SANDBAGS IN GUTTER FLOWLINE ALONG CURB AT END OF FILLET RADIUS

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=70'
Job No.	U24-02
Date	MAR-26

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LOOP 250 & TODD ROAD WATER IMPROVEMENTS

EROSION CONTROL PLAN 2 OF 2

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
MAR 19 2026

SHEET C-303

08 OF 26

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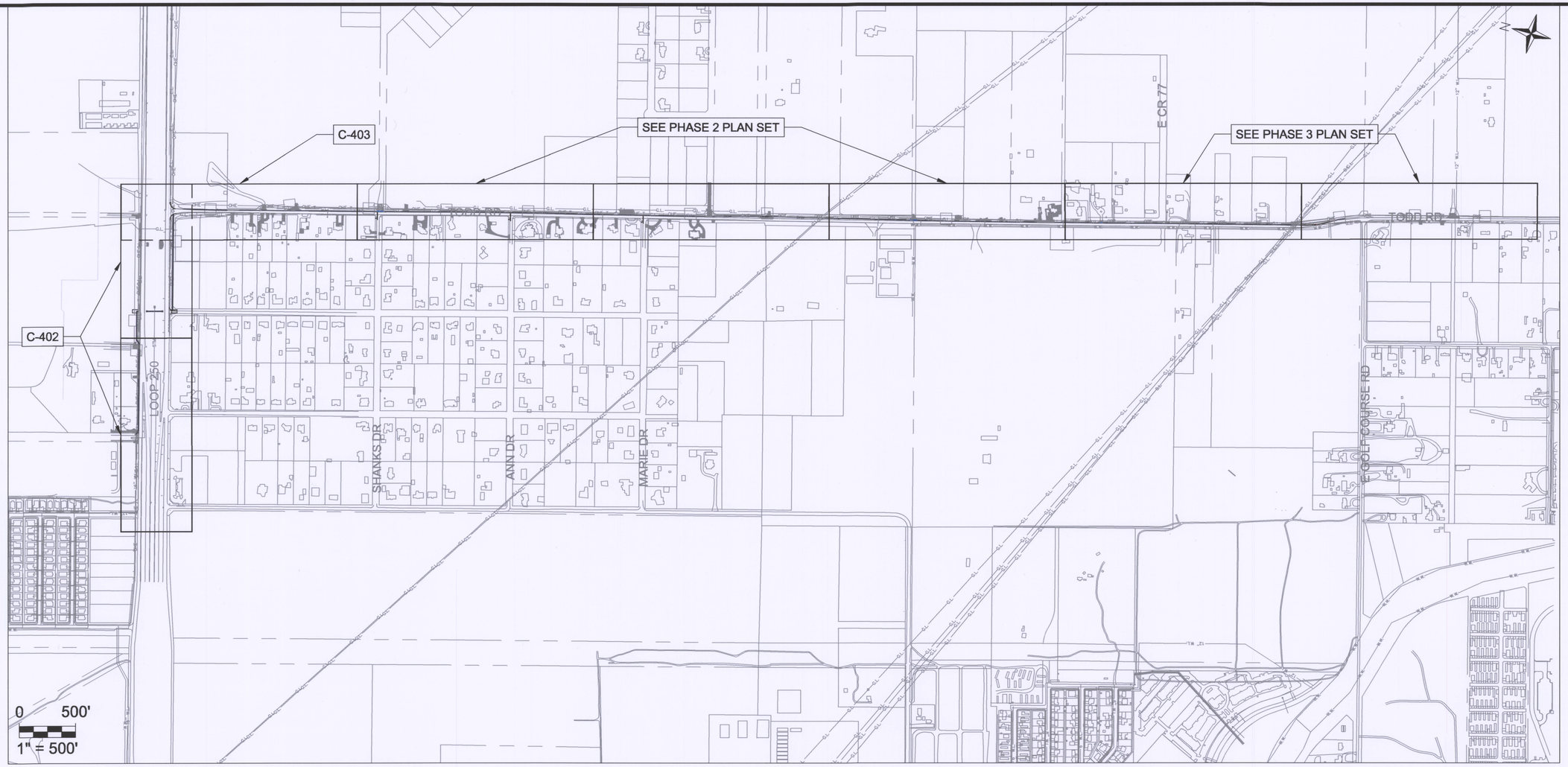

DEMOLITION NOTES:

A) ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON THE MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASES OR DISCREPANCIES.

B) ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

C) NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

D) NOTIFY ENGINEER OF ANY CONFLICTS OF DISCREPANCIES BEFORE REMOVING ANYTHING NOTED FOR REMOVAL.

E) TYPICAL TRENCH PAVEMENT REPAIR WIDTH IS ANTICIPATED TO BE 4.0' FOR WATER MAIN TRENCHES AND FIRE LATERAL TRENCHES, AND 3.0' FOR WATER SERVICE LATERAL TRENCHES UNLESS OTHERWISE NOTED. CONTRACTOR IS TO OBTAIN PERMISSION FROM ENGINEER PRIOR TO INCREASING TYPICAL TRENCH PAVEMENT REPAIR WIDTHS.

F) SEE PROPOSED SHEETS (C-501 TO C-512) FOR NORTHING AND EASTING OF TRENCH CENTER ALIGNMENT.

811 Know what's below. Call before you dig.

Drawn By	ACA								
Checked By	JCF								
Approved By	JCF								
Vert. Scale	N / A								
Horz. Scale	1"=500'								
Job No.	U24-02								
Date	MAR-26	Rev. No.	Date	By	Description				

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LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DEMOLITION PLAN OVERALL

STATE OF TEXAS
APR 20 2026
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

SHEET C-401
09 OF 26

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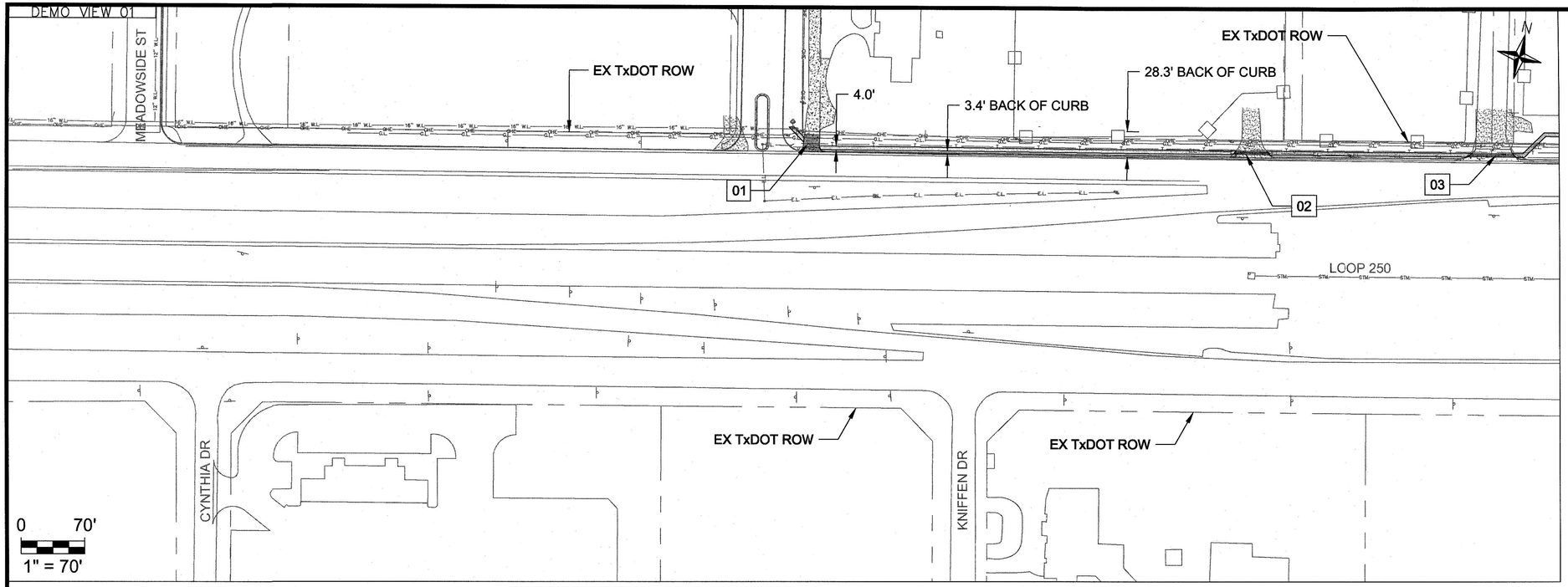
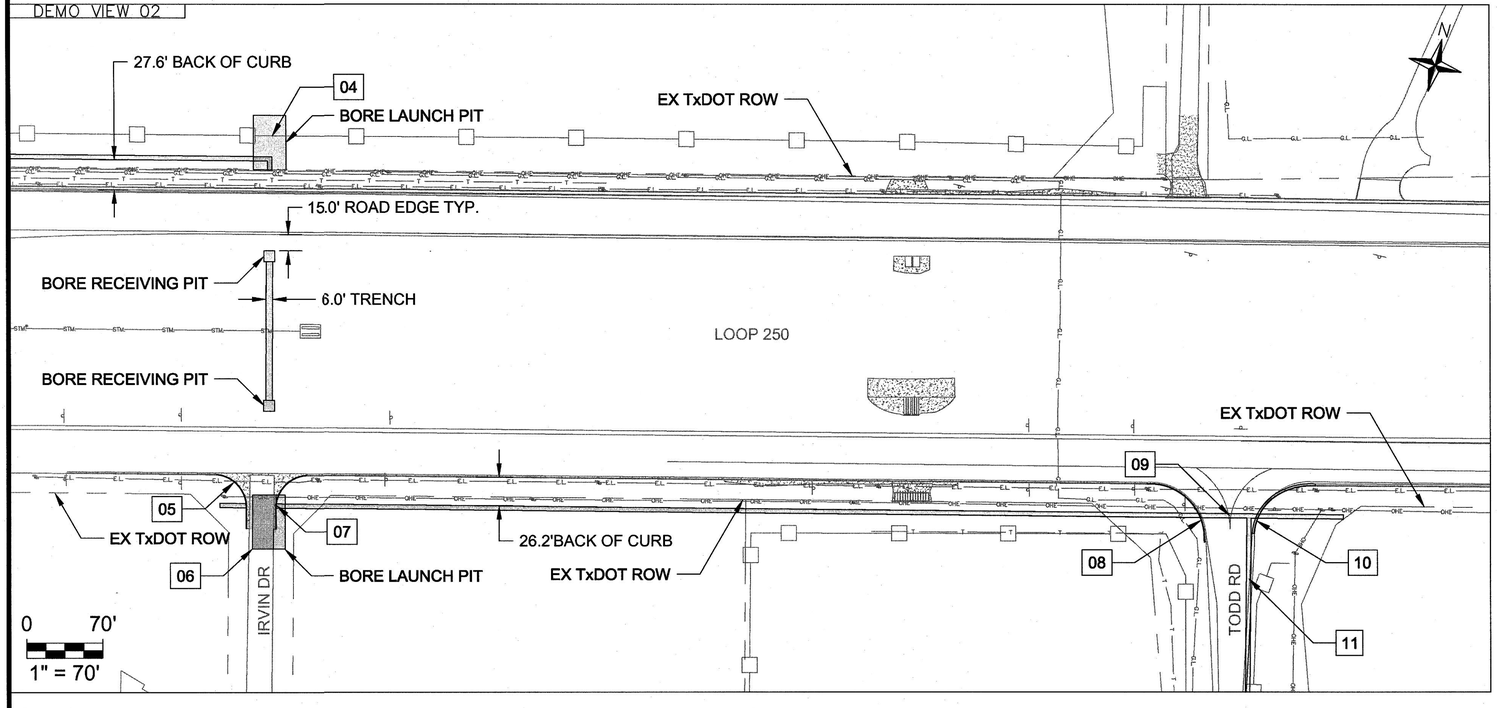
DEMO VIEW 01



DEMO VIEW 02



DEMOLITION NOTES:

A. TRENCH EDGE IS LOCATED 8' FROM PROPERTY LINE WITHIN EASEMENT

B. TYPICAL TRENCH WIDTH TO BE 4.0' UNLESS OTHERWISE SPECIFIED

KEYED NOTES:

01 REFER TO ADDITIONAL PROVIDED SHEET DRWY-1 FOR LIMITS OF REMOVAL OF EXISTING DRIVEWAY AND EXISTING CURB AND GUTTER. REFER TO ADDITIONAL PROVIDED SHEET DRWY-2 FOR LIMITS OF PROPOSED DRIVEWAY ACCESS TO PARCEL(S) AND PROPOSED CURB AND GUTTER.

02 DIRT DRIVEWAY REMOVAL, APPROXIMATELY 17-SY. EAST ALONG LOOP 250

03 CONCRETE DRIVEWAY REMOVAL, APPROXIMATELY 22-SY. EAST ALONG LOOP 250

04 REMOVE AND REPLACE FENCE, APPROXIMATELY 28-LF. SEE DETAIL F03

05 REMOVE AND REPLACE TYPE A CURB AND GUTTER, APPROXIMATELY 65-LF. WEST EDGE OF IRVIN DRIVE

06 REMOVE AND REPLACE ASPHALT PAVEMENT, APPROXIMATELY 119-SY. EAST AT IRVIN DRIVE ALONG LOOP 250

07 REMOVE AND REPLACE TYPE A CURB AND GUTTER, APPROXIMATELY 65-LF. EAST EDGE OF IRVIN DRIVE

08 REMOVE AND REPLACE TYPE A CURB AND GUTTER, APPROXIMATELY 85-LF. WEST EDGE OF TODD ROAD

09 REMOVE AND REPLACE ASPHALT PAVEMENT, APPROXIMATELY 59-SY. EAST ACROSS TODD ROAD

10 REMOVE AND REPLACE TYPE A CURB AND GUTTER, APPROXIMATELY 80-LF

11 SEE SHEET C-403 FOR ASPHALT PAVEMENT REMOVAL DETAILS

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=70'
Job No.	U24-02
Date	MAR-26

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DEMOLITION PLAN 1 OF 2

STATE OF TEXAS
APR 17 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-402

10 OF 26

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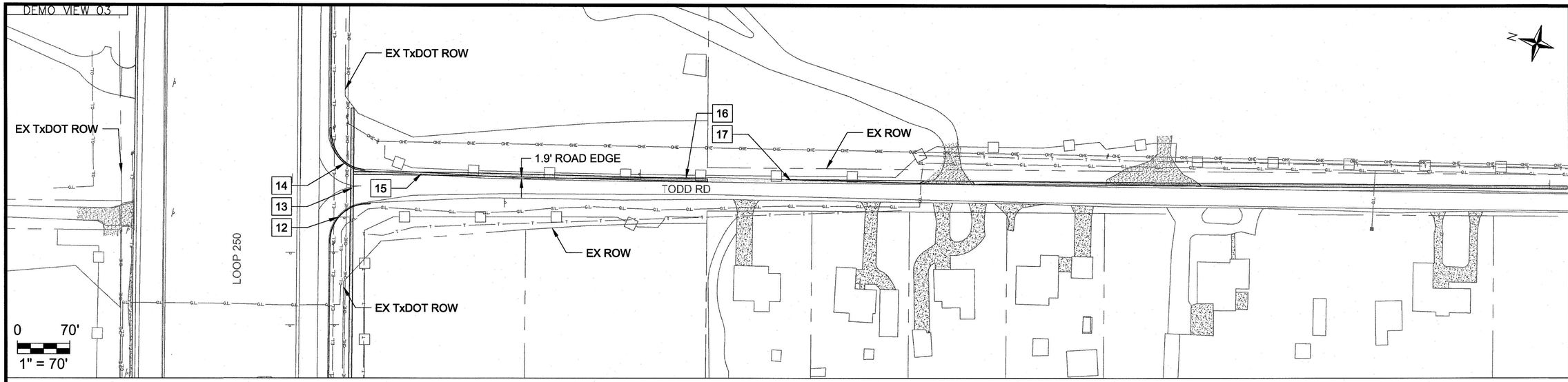

DEMOLITION NOTES:

A. TRENCH EDGE IS LOCATED 15' FROM PROPERTY LINE IN CITY ROW

B. TYPICAL TRENCH WIDTH TO BE 4.0' UNLESS OTHERWISE SPECIFIED

KEYED NOTES:

12 SEE SHEET C-402 FOR CURB REMOVAL DETAILS

13 SEE SHEET C-402 FOR ASHPALT PAVEMENT REMOVAL DETAILS

14 SEE SHEET C-402 FOR CURB REMOVAL DETAILS

15 REMOVE AND REPLACE, APPROXIMATELY 58-SY. NORTH TO SOUTH ALONG TODD ROAD

16 REMOVE AND REPLACE, APPROXIMATELY 55-SY. NORTH TO SOUTH ALONG TODD ROAD

17 SEE PHASE 2 PLAN SET
PROJECT NUMBER: U24-02

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=70'
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MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DEMOLITION PLAN
2 OF 2

STATE OF TEXAS
APR 07 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-403
11 OF 26

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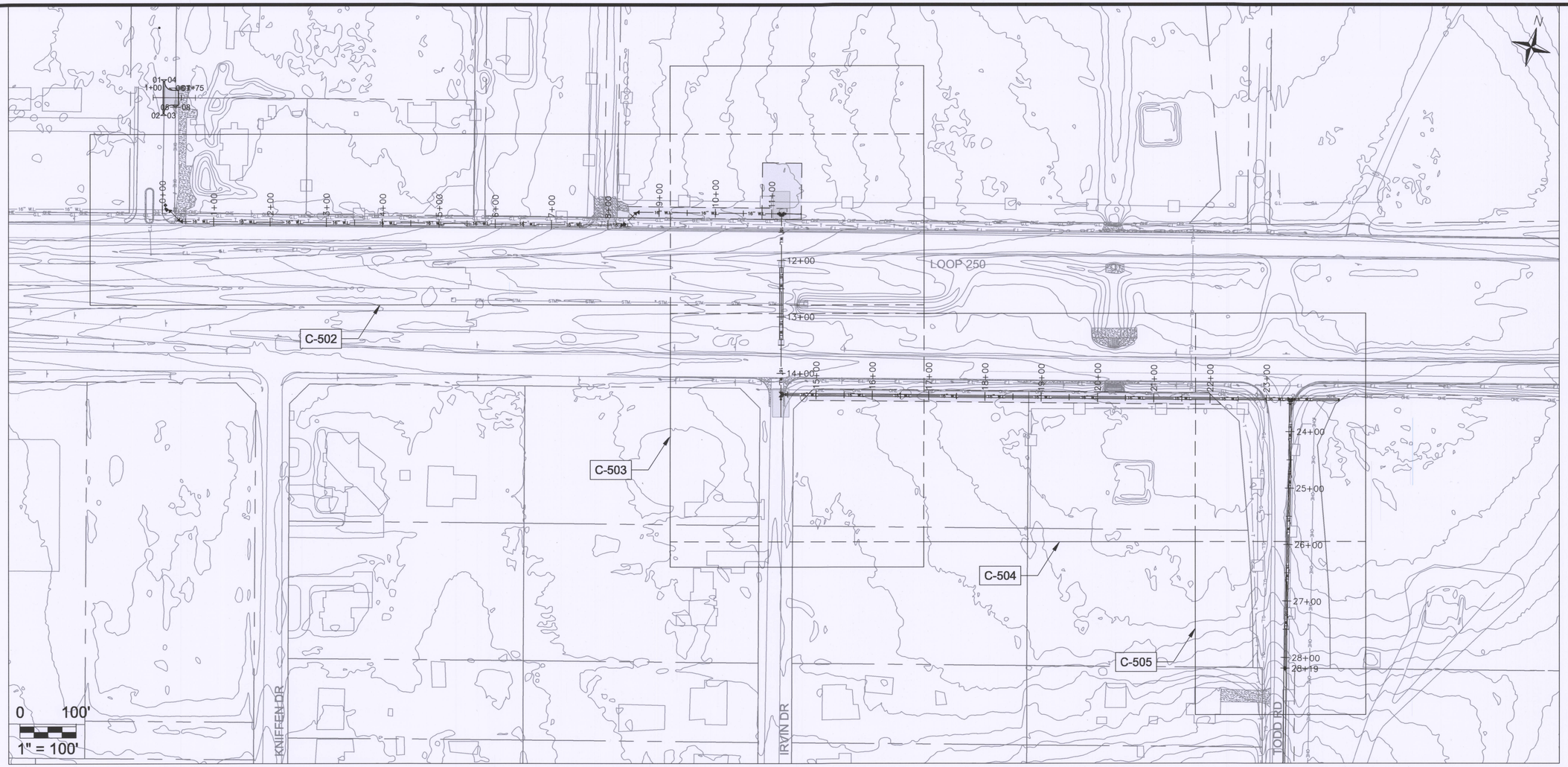


WATER PLAN NOTES:

A) ALL DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.

B) ALL NEW WATER MAINS MUST MAINTAIN A MINIMUM COVER OF 4.0', AND A MINIMUM VERTICAL SEPARATION OF 2.0' ABOVE GAS LINES, WASTEWATER MAIN, AND STORM DRAIN UNLESS SPECIFICALLY NOTED OTHERWISE.

C) ALL NEW WATER VALVES TO BE LOCATED ADJACENT TO TEE OR CROSS FITTINGS UNLESS SPECIFICALLY NOTED OTHERWISE.

D) ALL PROPOSED WATER MAIN IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.

E) NEW WATER MAIN ALONG TODD ROAD IS GENERALLY LOCATED ON EAST EDGE OF ROAD 12.0' FROM RIGHT-OF-WAY BOUNDARY.

F) NEW WATER MAIN ALIGNMENTS ARE GENERALLY 9.0' OR MORE FROM ANY KNOWN PARALLEL UNDERGROUND UTILITIES SHOWN UNLESS OTHERWISE NOTED.

G) HORIZONTAL DIMENSIONS FOR PIPES MEASURE TO THE PIPE CENTERLINE UNLESS OTHERWISE NOTED.

811 Know what's below. Call before you dig.

Drawn By	ACA								
Checked By	JCF								
Approved By	JCF								
Vert. Scale	N / A								
Horz. Scale	1"=100'								
Job No.	U24-02								
Date	MAR-26								
		Rev. No.	Date	By	Description				

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

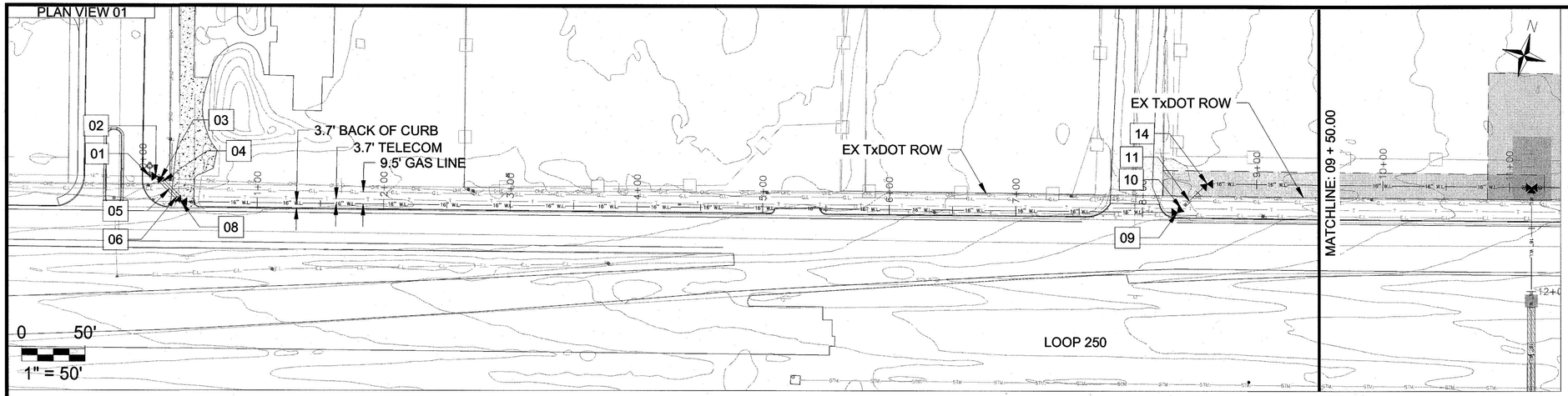
CONSTRUCTION PLAN OVERALL

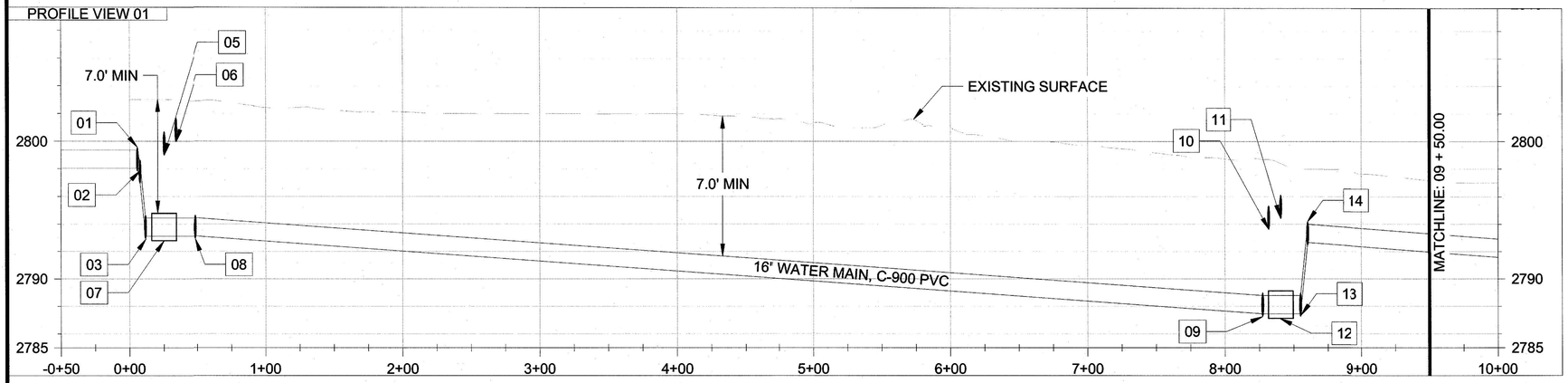
STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
MAR 20 2026

SHEET C-501

12 OF 26

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-5 PROPOSED.dwg Mar 19, 2026 - 9:46am rconner





KEYED NOTES:

01:
STA: 0+05.65
N: 10714349.56
E: 1763773.91
SURFACE: 2803.01
WATER MAIN INVERT ELEV: 2798.04'
CONNECT TO EXISTING 16" WATER MAIN
INSTALL:
1 - 16" HORIZONTAL GATE VALVE & VAULT, E (MJXMJ)

02:
STA: 0+07.58
N: 10714350.04
E: 1763775.78
SURFACE: 2803.01'
WATER INV: 2797.14'
FITTING FOR A VERTICAL
ALIGNMENT CHANGE
SEE DETAIL W1

03:
STA: 0+11.60
N: 10714351.04
E: 1763779.67
SURFACE: 2803.02'
WATER INV: 2793.12'
FITTING FOR BOTH A VERTICAL AND
HORIZONTAL ALIGNMENT CHANGE
SEE DETAIL W1

04:
STA: 0+17.30
N: 10714348.19
E: 1763784.42
EXISTING OVERHEAD ELECTRICAL
LINE. EXERCISE CAUTION!

05:
STA: 0+25.18
N: 10714344.04
E: 1763791.33
SURFACE: 2803.10'
GAS INV: 2798.99' (APPROX.)
EXISTING ATMOS GAS LINE TO REMAIN

06:
STA: 0+33.79
N: 10714339.61
E: 1763798.70
SURFACE: 2803.00'
CABLE INV: 2798.99' (APPROX.)
EXISTING AT&T FIBER OPTIC
LINE TO REMAIN

07:
STA: 0+16.18 TO STA: 0+34.18
18' - 24" STEEL CASING PIPE
MAINTAIN MINIMUM 2.0'
VERTICAL SEPARATION

08:
STA: 0+48.59
N: 10714338.71
E: 1763812.37
SURFACE: 2802.90'
WATER INV: 2793.12'
FITTING FOR A HORITZONTAL
ALIGNMENT CHANGE
SEE DETAIL W1

09:
STA: 8+27.44
N: 10714533.09
E: 1764566.56
SURFACE: 2798.69'
WATER INV: 2787.45'
FITTING FOR A HORIZONTAL
ALIGNMENT CHANGE

10:
STA: 8+31.85
N: 10714536.87
E: 1764568.84
SURFACE: 2798.70'
CABLE INV: 2793.62' (APPROX.)
EXISTING AT&T FIBER OPTIC
LINE TO REMAIN

11:
STA: 8+40.66
N: 10714544.42
E: 1764573.38
SURFACE: 2798.40'
GAS INV: 2794.40' (APPROX.)
EXISTING ATMOS GAS LINE TO REMAIN

12:
STA: 8+31.66 TO STA: 8+49.66
18' - 24" STEEL CASING PIPE
MAINTAIN MINIMUM 2.0'
VERTICAL SEPARATION

13:
STA: 8+55.04
N: 10714556.75
E: 1764580.79
SURFACE: 2798.00'
WATER INV: 2787.45'
FITTING FOR BOTH A
VERTICAL AND HORIZONTAL
ALIGNMENT CHANGE
SEE DETAIL W1

14:
STA: 8+60.70
N: 10714561.21
E: 1764583.47
SURFACE: 2797.99'
WATER INV: 2792.66'
FITTING FOR A VERTICAL
ALIGNMENT CHANGE
SEE DETAIL W1
1 - 16" AIR RELIEF VALVE (MJXMJ)

811 Know what's below. Call before you dig.

	By	Date	Description

		Rev. No.	Date	By
Drawn By	ACA			
Checked By	JCF			
Approved By	JCF			
Vert. Scale	N / A			
Horz. Scale	1"=50'			
Job No.	U24-02			
Date	APR-26			

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

CONSTRUCTION PLAN
0+00 TO 9+50

STATE OF TEXAS
APR 17 2026
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Jack Ferguson

SHEET C-502
13 OF 26

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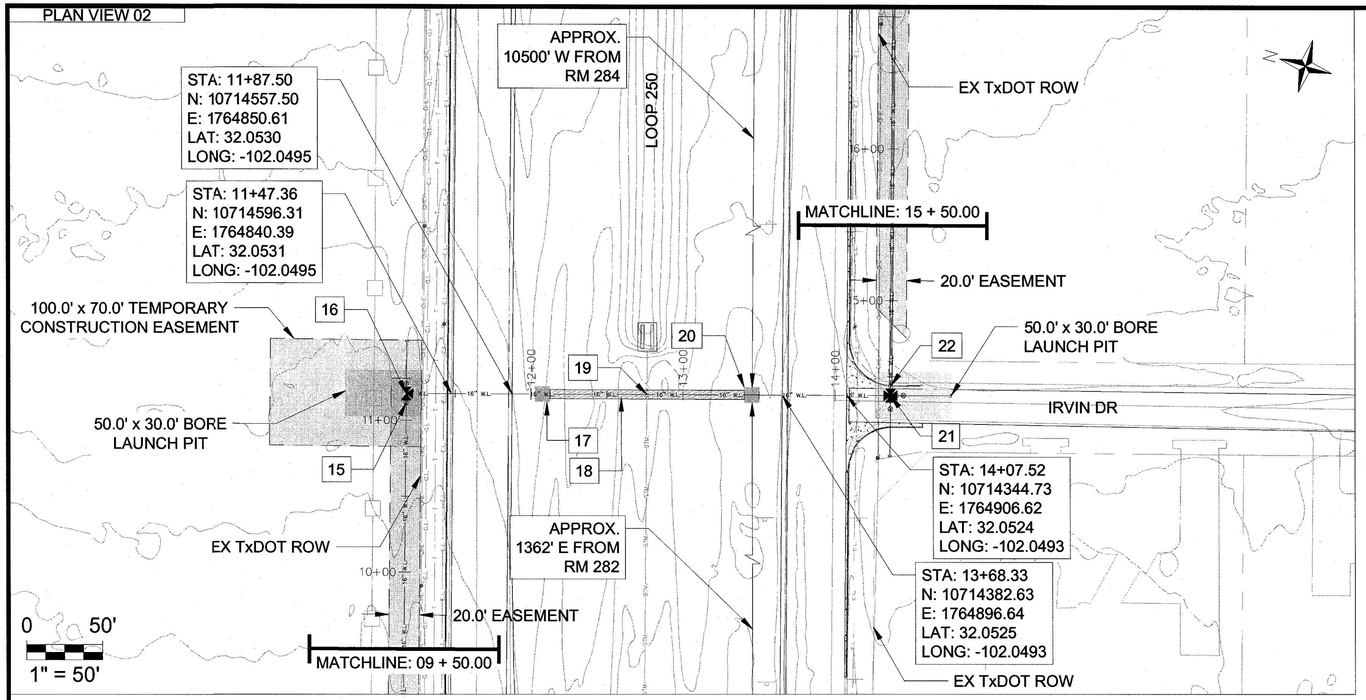
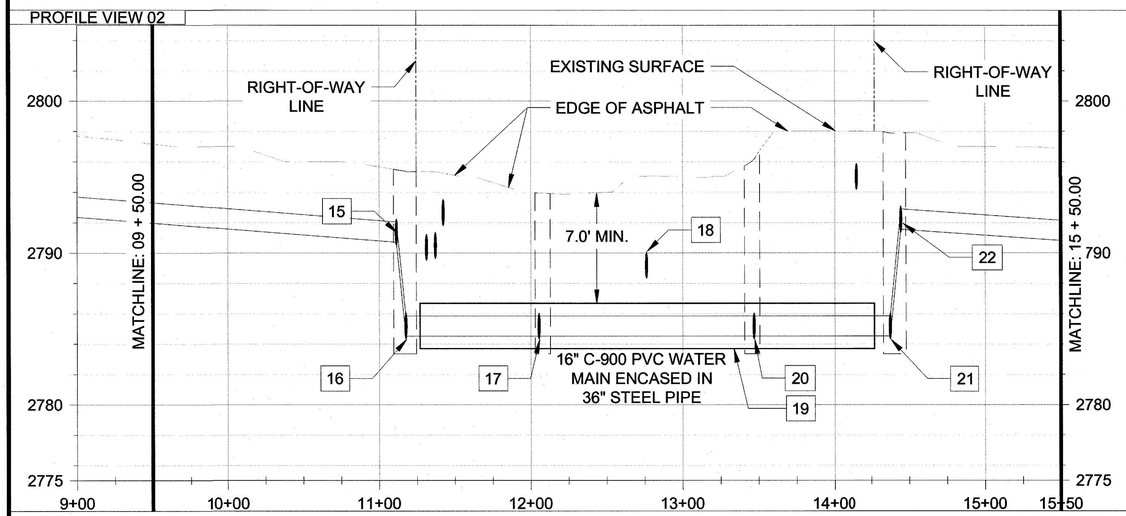




SHEET NOTES:

A) ALL FRANCHISE UTILITIES TO REMAIN IN PLACE FOR STATIONING 11+00.00 TO 15+00.00.

B) ALL TRAFFIC CONTROL IS TO BE IN ACCORDANCE WITH THE 2025 TMUTCD.

C) THE TRAFFIC CONTROL FOR CONSTRUCTION OF THE WATER LINE CROSSING IS TO COMPLY WITH TxDOT DETAIL TCP (1-4)-18.

KEYED NOTES:

15:
STA: 11+11.46
N: 10714623.51
E: 1764826.83
SURFACE: 2795.46'
WATER INV: 2790.70'
FITTING FOR A VERTICAL ALIGNMENT CHANGE

16:
STA: 11+17.65
N: 10714625.05
E: 1764832.83
LAT: 32.053176
LONG: -102.049541
SURFACE: 2795.35'
WATER INV: 2784.52'
1 - 16"X16" TEE (MJXMJ)
1 - 16" HORIZONTAL GATE VALVE & VAULT, E (MJXMJ)
1 - 16" HORIZONTAL GATE VALVE & VAULT, W (MJXMJ)
35' - 16" CAPPED STUB OUT EAST
BORE LAUNCH PIT
REPLACE EXISTING FENCE LINE
AFTER WATER MAIN IS INSTALLED
SEE DETAIL F03

17:
STA: 12+05.45
N: 10714540.14
E: 1764855.18
SURFACE: 2793.93'
WATER INV: 2784.52'
BORE RECEIVING PIT

18:
STA: 12+76.28
N: 10714471.64
E: 1764873.21
SURFACE: 2795.03'
STORM DRAIN INVERT ELEV: 2784.52' (APPROX)
EXISTING STORM DRAIN TO REMAIN

19:
STA: 11+27.00 TO STA: 14+27.00
300' - 36" STEEL CASING PIPE
MAINTAIN MINIMUM 2.0'
VERTICAL SEPARATION

20:
STA: 13+46.93
N: 10714403.31
E: 1764891.20
SURFACE: 2796.19'
WATER INV: 2784.52'
BORE RECEIVING PIT

21:
STA: 14+37.44
N: 10714315.79
E: 1764914.24
LAT: 32.052329
LONG: -102.049263
SURFACE: 2797.86'
WATER INV: 2784.52'
BORE LAUNCH PIT
1 - 16" X 16" CROSS (MJXMJ)
1 - 16" HORIZONTAL GATE VALVE & VAULT, E (MJXMJ)
FITTING FOR A VERTICAL ALINGMENT CHANGE
1 - 16" HORIZONTAL GATE VALVE & VAULT, S (MJXMJ)
40' - 16" CAPPED STUB OUT TO THE SOUTH
1 - 16" HORIZONTAL GATE VALVE & VAULT, W (MJXMJ)
40' - 16" CAPPED STUB OUT TO THE WEST

22:
STA: 14+44.48
N: 10714317.53
E: 1764921.05
SURFACE: 2797.88'
WATER INV: 2791.55'
1 - 16" AIR RELIEF VALVE (MJXMJ)

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.	Job No.	Horz. Scale	Vert. Scale	Approved By	Checked By	Drawn By	Date
				U24-02	1"=50'	N / A	JCF	JCF	ACA	APR-26

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

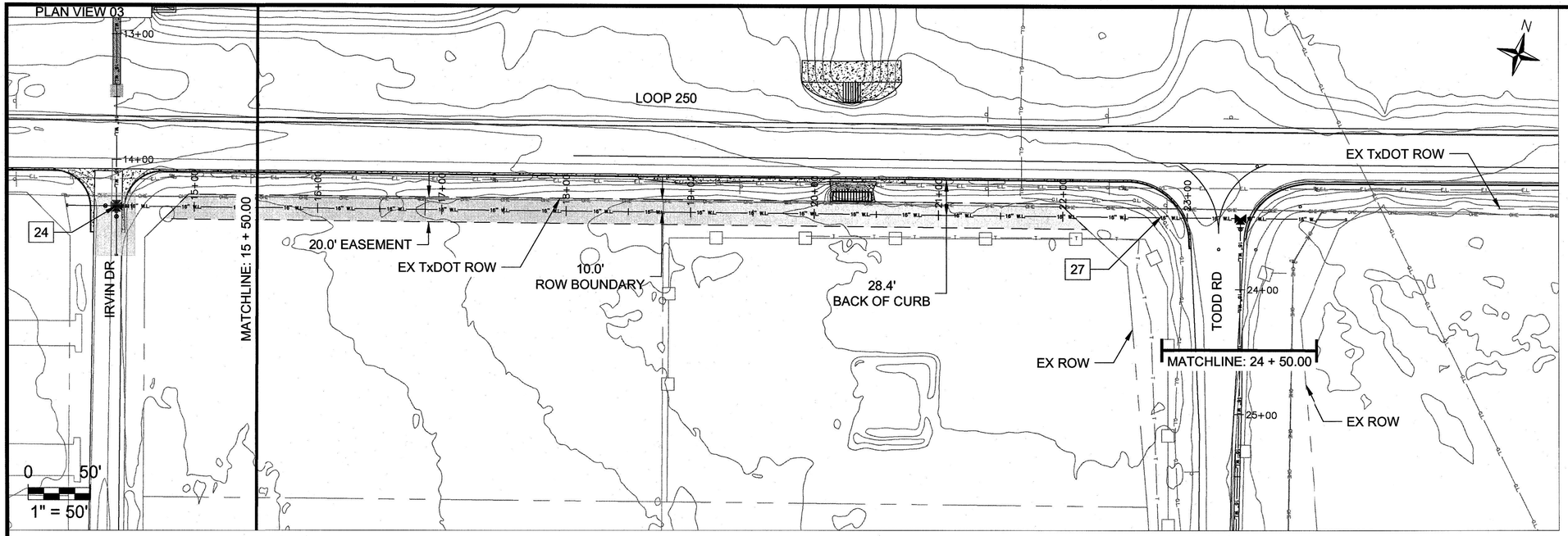
CONSTRUCTION PLAN 9+50 TO 15+50

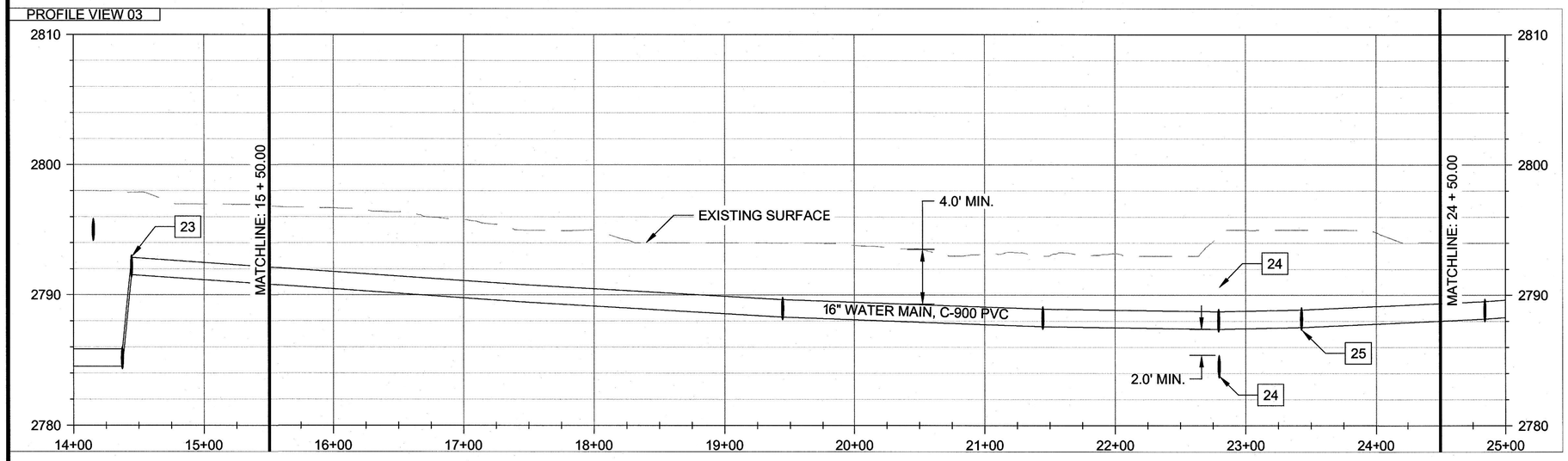
STATE OF TEXAS
APR 17 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-503

14 OF 26

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-5 PROPOSED.dwg Apr 13, 2026 – 5:00pm rconner





KEYED NOTES:

23:
STA: 14+44.48
N: 10714317.5326
E: 1764921.0507
SEE SHEET C-503 FOR FITTING INFORMATION

24:
STA: 22+79.32
N: 10714524.7358
E: 1765729.7659
SURFACE: 2794.48
WATER INV: 2787.40
EXISTING GAS ToP: 2791.39 (APPROX.)
PROPOSED GAS ToP: 2784.52
EXISTING ATMOS GAS LINE TO BE RELOCATED BY ATMOS MAINTAIN A MINIMUM 2.0' SEPARATION FROM BOTTOM OF WATER MAIN TO TOP OF GAS LINE.

25:
STA: 23+42.77
N: 10714540.4864
E: 1765791.2405
SURFACE: 2795.00
WATER INV: 2787.53
1 - 16" x 16" TEE (MJxFL)
1 - 16" HORIZONTAL GATE VALVE & VAULT, E (MJxMJ)
1 - 16" HORIZONTAL GATE VALVE & VAULT, S (MJXFL)
85' - 16" CAPPED STUB OUT TO THE EAST
TEE BRANCH TO THE SOUTH

811 Know what's below. Call before you dig.

Rev. No.	Date	By	Description

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=50'
Job No.	U24-02
Date	APR-26

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

CONSTRUCTION PLAN 15+50 TO 24+50

STATE OF TEXAS APR 17 2026 JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER

SHEET C-504

15 OF 26

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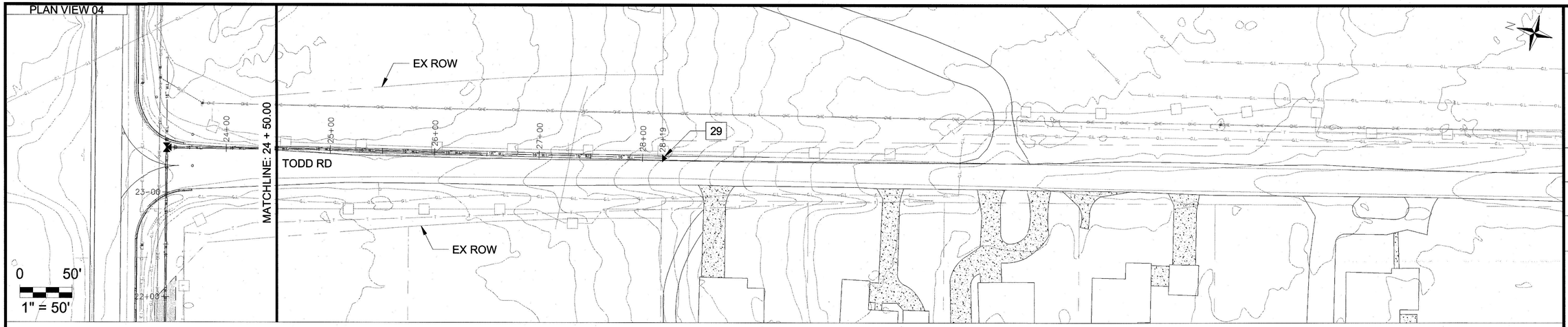
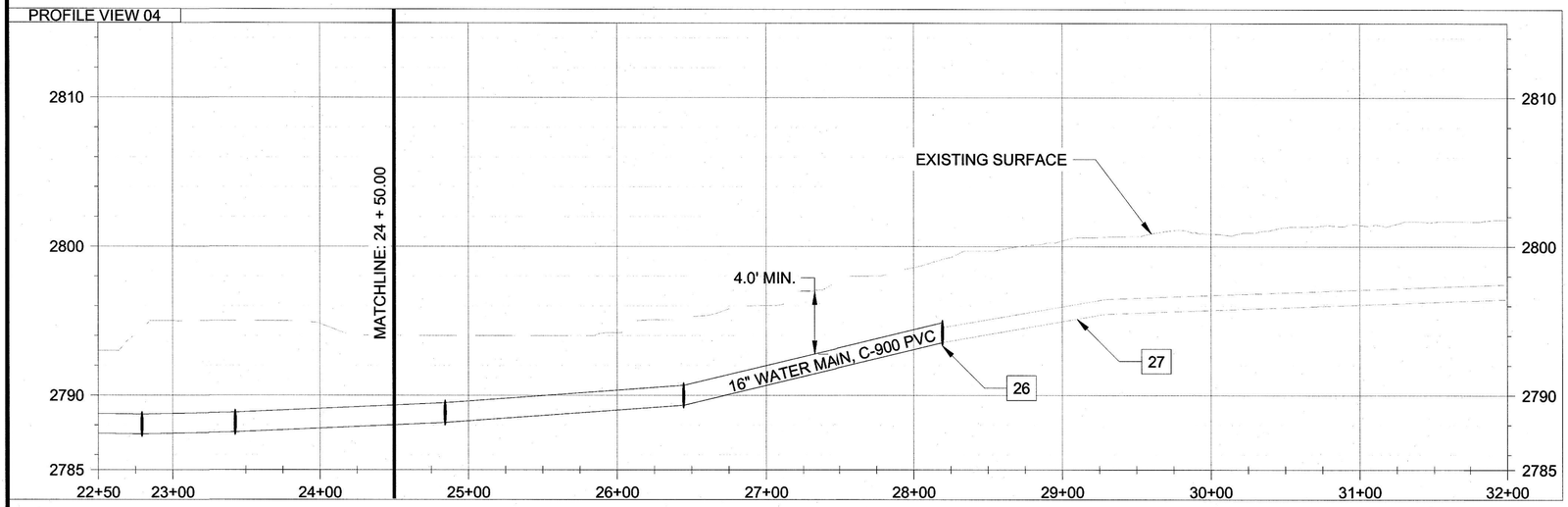
PLAN VIEW 04



PROFILE VIEW 04



KEYED NOTES:

26:
STA: 28+18.89
N: 10714078.1305
E: 1765904.7873
SURFACE: 2799.12
WATER INV: 2793.54
1 - 16" x 12" REDUCER (MJxFL)
5' - 12" CAPPED STUB OUT TO THE SOUTH
SEE PHASE 2 PLAN SET FOR CONTINUATION
PROJECT NUMBER: U24-02

27:
12" WATER MAIN BY OTHERS
SEE PHASE 2 PLAN SET FOR CONTINUATION
PROJECT NUMBER: U24-02

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=50'
Job No.	U24-02
Date	APR-26

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

CONSTRUCTION PLAN
24+50 TO END

STATE OF TEXAS
117692
JOSHUA C. FERGUSON
LICENSED PROFESSIONAL ENGINEER
APR 27 2026

SHEET C-505
16 OF 26

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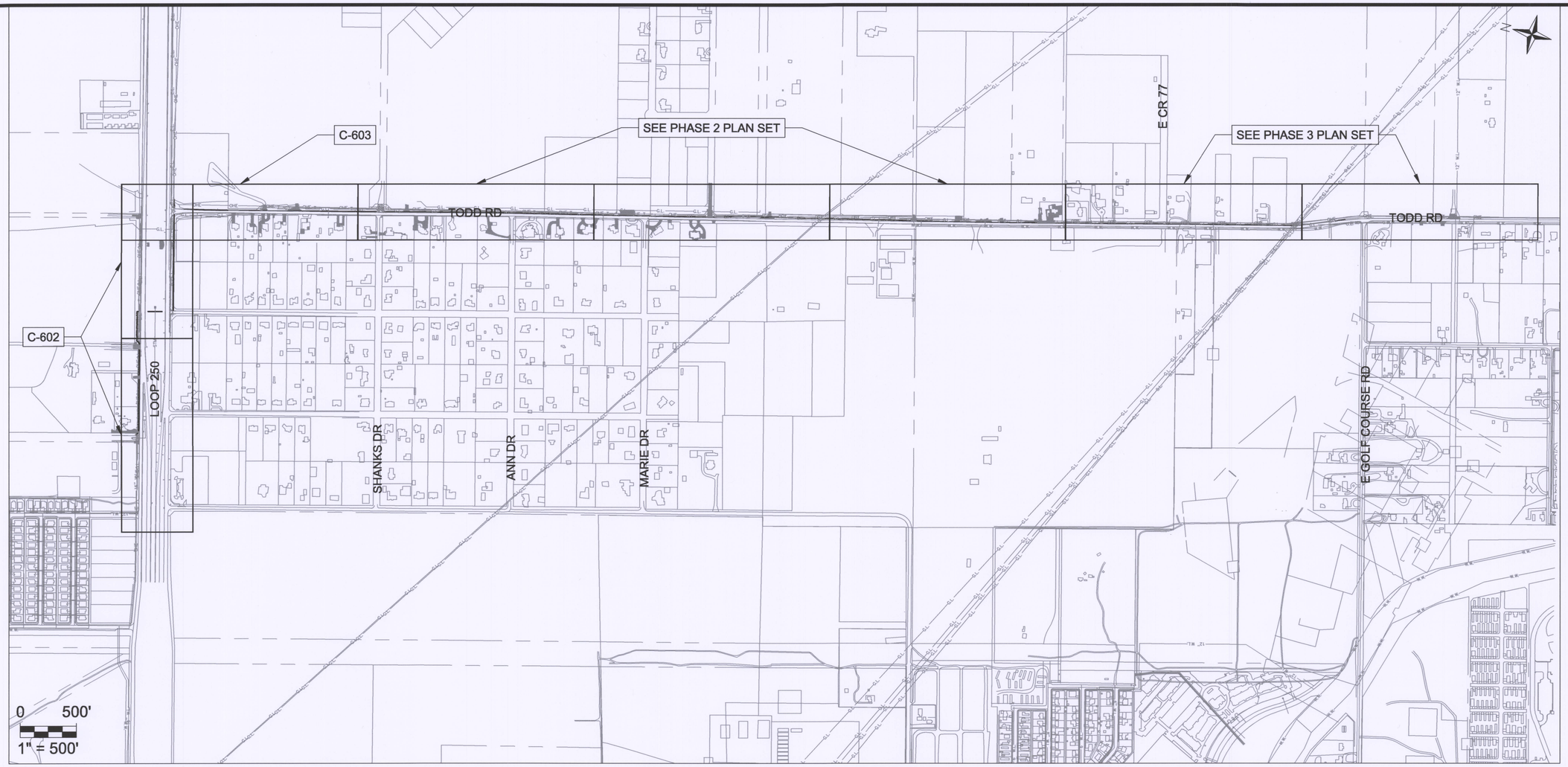

SEEDING AND VEGETATION NOTES:

1. VEGETATION SEEDING AND WATERING:
   i. THIS REFERS TO ALL PORTIONS OF LOOP 250 AND TODD ROAD DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.

   ii. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.

   iii. REMOVE TOP SIX INCH (6") LAYER OF VEGETATION AND TOPSOIL EVENLY FOR ENTIRE DISTURBED AREA AND SET ASIDE DURING CONSTRUCTION.

   iv. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.

   v. RAKE AREAS TO BE SEEDED TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.

   vi. UNIFORMLY DISTRIBUTE SEEDS BY SPREADER, BY HAND, OR BY OTHER EQUIVALENT METHOD.

   vii. RAKE SEEDER AREA AGAIN AFTER SEEDING OCCURS SO THAT SEEDS ARE NOT LEFT EXPOSED ON SURFACE. RAKED SURFACE SHOULD BE RELATIVELY SMOOTH AND FLUSH WITH ADJACENT SURFACES.

   viii. FERTILIZER IS TO BE PLACED UNIFORMLY OVER ALL SEEDED AREAS NO LESS THAN ONE (1) DAY AFTER SEEDS ARE PLACED.

   ix. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.

   x. TWO (2) TO THREE (3) DAYS AFTER FERTILIZER IS PLACED, SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DAY FOR TEN (10) CONSECUTIVE DAYS.

   xi. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:

   a) SEED MIX TOTALING 20 LBS / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

RYE GRASS (ANNUAL)	40%
WESTERN WHEATGRASS	10%
MILLET	10%
SIDEOATS GRAMA	7.5%
KLEINGRAS	7.5%
BRISTLEGRASS	7.5%
BLUE GRAMA	2.5%
BUFFALOGRASS	10%
GREEN SPRANGLETOP	5.0%

   b) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

MILLET	20%
SIDEOATS GRAMA	15%
KLEINGRASS	15%
BRISTLEGRASS	15%
BLUE GRAMA	5.0%
BUFFALOGRASS	20%
GREEN SPRANGLETOP	10%

   c) NOTE THAT % PURE LIVE SEED = % PURITY X % GERMINATION.

   d) WEED SEED IS NOT TO EXCEED 10% BY WEIGHT OF TOTAL PURE LIVE SEED AND OTHER MATERIAL IN THE MIXTURE. JOHNSON GRASS, NUT GRASS, OR OTHER NOXIOUS WEED SEED IS NOT ALLOWED.

   e) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.

   f) DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

2. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.

811 Know what's below. Call before you dig.

								Description
								By
								Date
								Rev. No.
Drawn By	ACA							
Checked By	JCF							
Approved By	JCF							
Vert. Scale	N / A							
Horz. Scale	1"=500'							
Job No.	U24-02							
Date	MAR-26							

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

VEGETATION AND SEEDING
1 OF 3

STATE OF TEXAS
APR 10 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-601
17 OF 26

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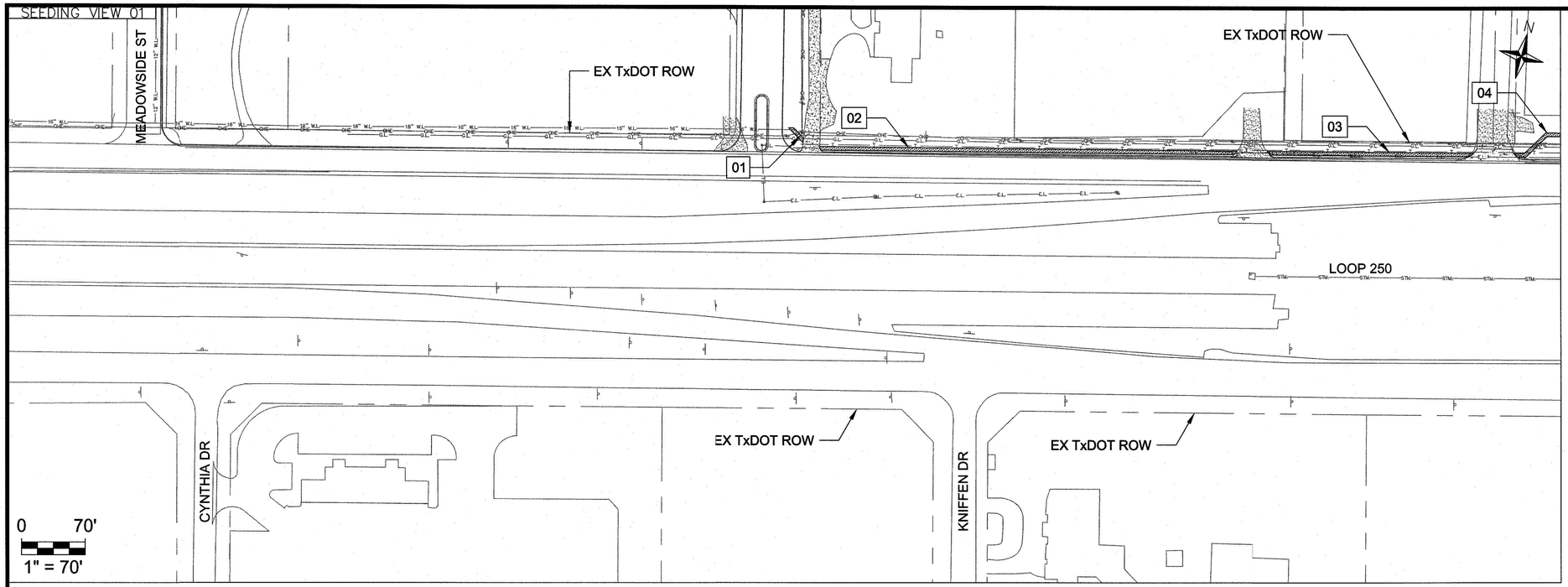
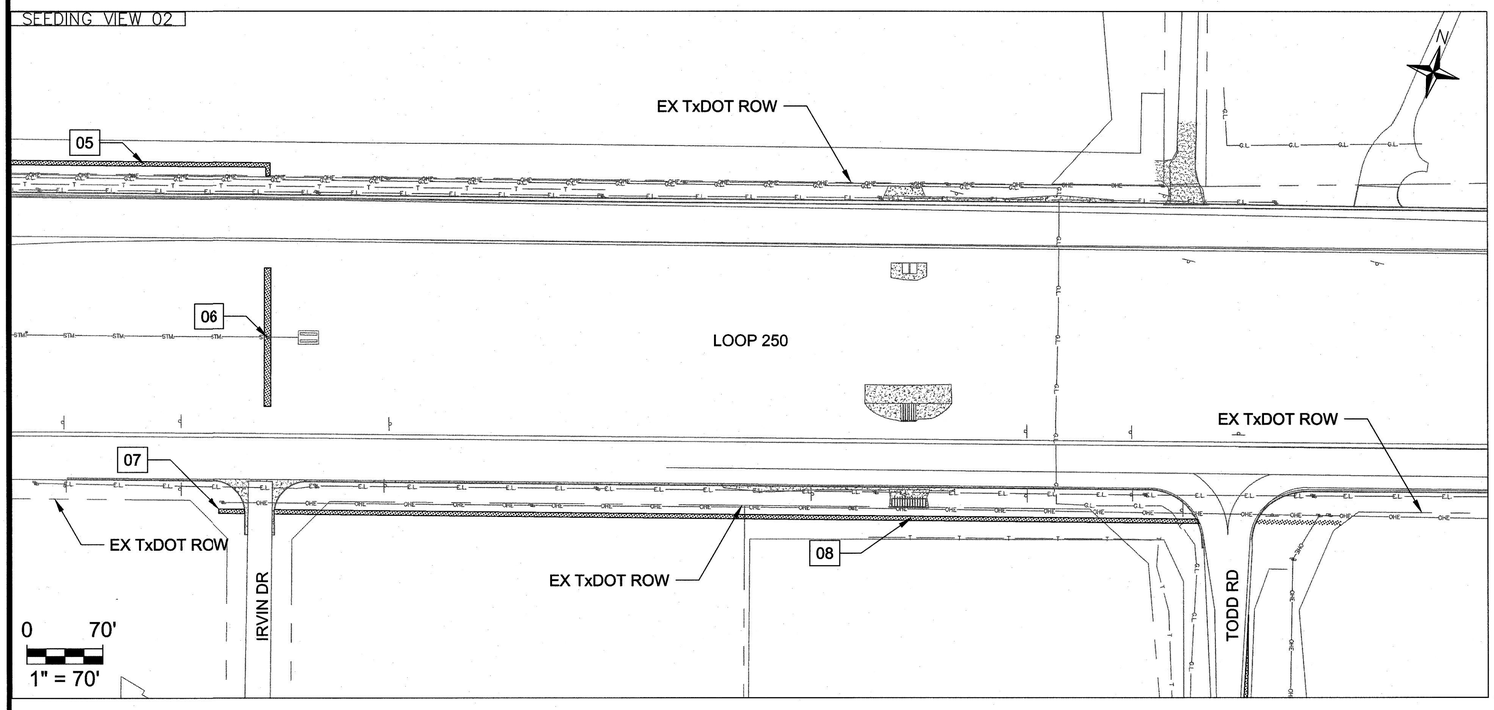
SEEDING VIEW 01



SEEDING VIEW 02



SEEDING AND VEGETATION NOTES:

A) ALL SEEDED WIDTHS ARE TO BE 4.0' UNLESS NOTED OTHERWISE

KEYED NOTES:

01 11-SY SEEDED AREA (APPROXIMATELY 19-LF)

02 204-SY SEEDED AREA (APPROXIMATELY 460-LF)

03 100-SY SEEDED AREA (APPROXIMATELY 228-LF)

04 26-SY SEEDED AREA (APPROXIMATELY 61-LF)

05 112-SY SEEDED AREA (APPROXIMATELY 256-LF)

06 64-SY SEEDED AREA (APPROXIMATELY 128-LF)

07 11-SY SEEDED AREA (APPROXIMATELY 24-LF)

08 319-SY SEEDED AREA (APPROXIMATELY 853-LF)

811 Know what's **below.** **Call before you dig.**

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=70'
Job No.	U24-02
Date	MAR-26

MIDLAND *Be the Energy!*

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

VEGETATION AND SEEDING
2 OF 3

STATE OF TEXAS
MAR 17 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-602
18 OF 26

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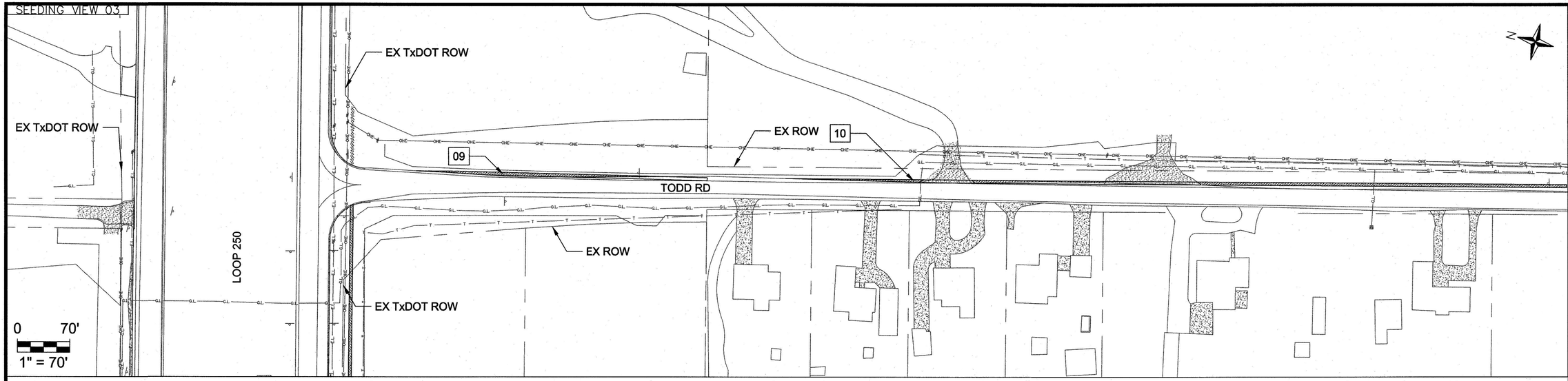
SEEDING VIEW 03



SEEDING AND VEGETATION NOTES:

A) ALL SEEDED WIDTHS ARE TO BE 4.0' UNLESS NOTED OTHERWISE

KEYED NOTES:

09 98-SY SEEDED AREA (APPROXIMATELY 332-LF)

10 SEE PHASE 2 PLAN SET
PROJECT NUMBER: U24-02

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	1"=70'
Job No.	U24-02
Date	MAR-26

MIDLAND Be the Energy!

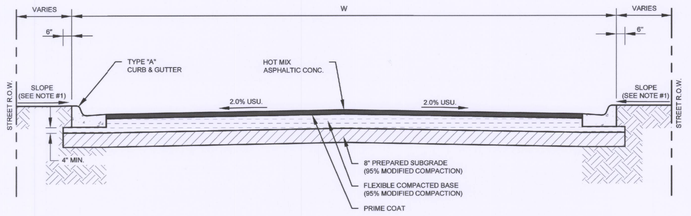
LOOP 250 & TODD ROAD WATER IMPROVEMENTS

VEGETATION AND SEEDING
3 OF 3

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
MAR 27 2026

SHEET C-603
19 OF 26

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-6 SEEDING.dwg Apr 13, 2026 - 4:24pm rconner



STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	TYPE "D" OVER TYPE "C"
77	2D & 3C	12	
79	2D & 3C	12	
113	2D & 3C	12	

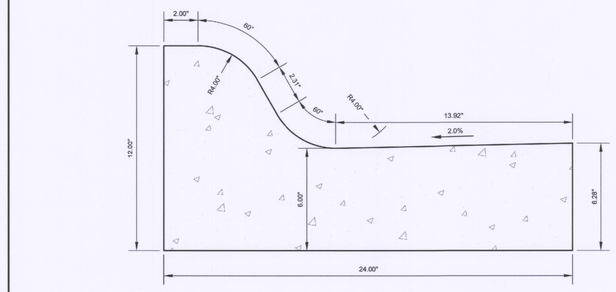
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

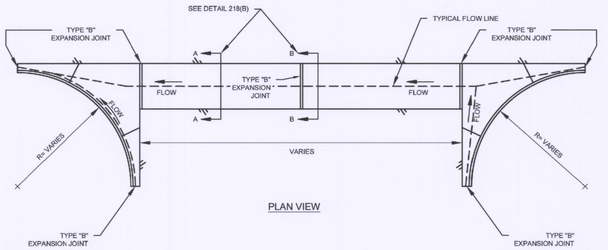
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
CHECKED: JCF	STANDARD STREET CROWN CROSS SECTION		201
APPROVED: MCC			



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCT ON METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

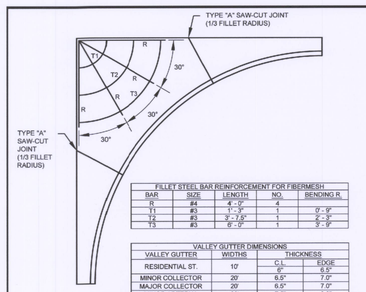
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE A STANDARD CURB AND GUTTER		205
APPROVED: MCC			



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(A)
APPROVED: MCC			

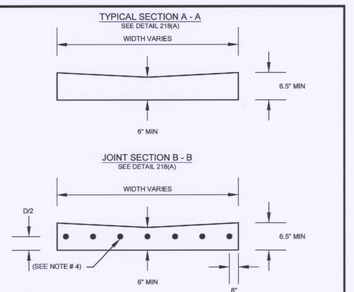


FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' -0"	4	
T1	#3	1' -3"	1	0' - 9"
T2	#3	3' - 7.5"	1	0' - 9"
T3	#3	6' - 0"	1	0' - 9"

VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
		C.L.	EDGE
RESIDENTIAL ST.	10'	6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		

VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

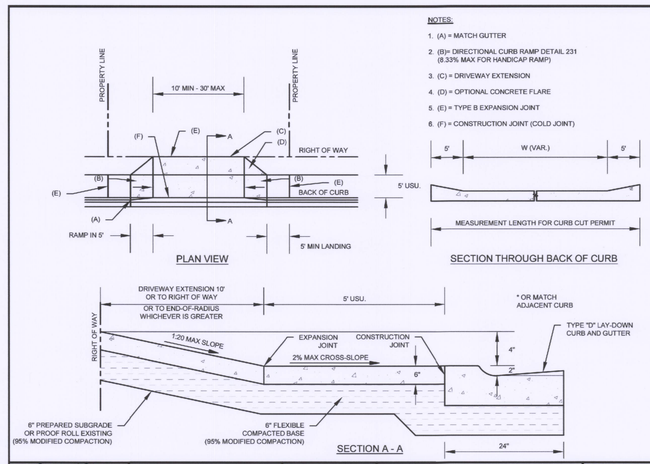
FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (60°)			CURB LENGTH
	COMPUTING R	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54



NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(B)
APPROVED: MCC			



NOTES:

1. (A) = MATCH GUTTER
2. (B)= DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = DRIVEWAY EXTENSION
4. (D) = OPTIONAL CONCRETE FLARE
5. (E) = TYPE B EXPANSION JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(A)
APPROVED: MCC			

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVALIABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACRCSS THE DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
9. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
10. SEAL ALL CONCRETE JOINTS.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(B)
APPROVED: MCC			

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	N / A
Job No.	U24-02
Date	MAR-26

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DETAILS 1 OF 7

STATE OF TEXAS — 117692 — JOSHUA C. FERGUSON — LICENSED PROFESSIONAL ENGINEER — 2026-03-06

SHEET C-701

20 OF 26

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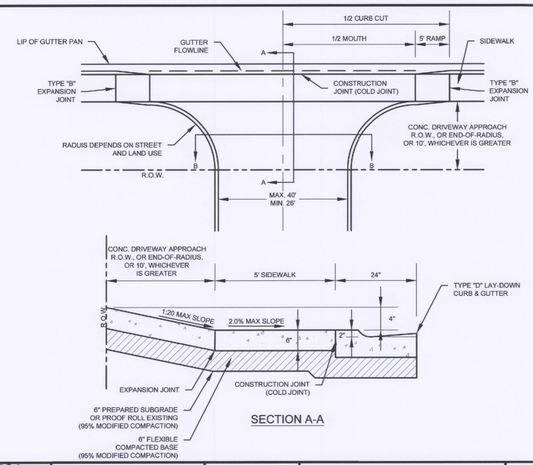
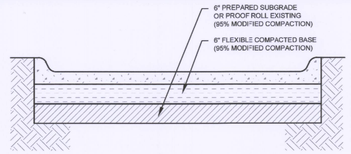


SECTION A-A

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	MULTI-FAMILY & COMMERCIAL DRIVEWAY		221(A)
APPROVED: MCC			



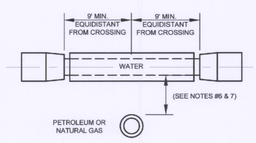
SECTION B-B

NOTES:

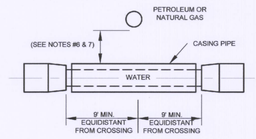
1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/ FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. THE CITY ENGINEER OR TRAFFIC ENGINEER MAY APPROVE WIDER OPENINGS FOR COMMERCIAL DRIVES TO ACCOMMODATE DIVIDED ENTRY/EXIT AND ANGLED DRIVES OR HIGH VOLUME, HIGH SPEED STREETS.
6. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
7. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
8. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
9. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
10. SIDEWALKS AND RAMPS TO HAVE COURSE BROOM FINISH.
11. SEAL ALL CONCRETE JOINTS.
12. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
13. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	MULTI-FAMILY & COMMERCIAL DRIVEWAY		221(B)
APPROVED: MCC			

NEW WATER OVER PETROLEUM & NATURAL GAS



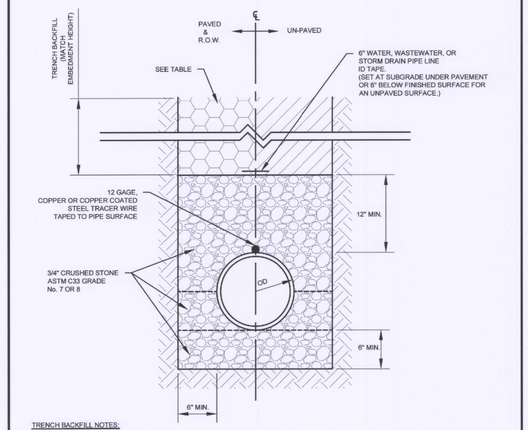
NEW WATER UNDER PETROLEUM & NATURAL GAS



NOTES:

1. SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. PETROLEUM OR NATURAL GAS LINES AND MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
4. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
5. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WATER MAIN TO CROSS PETROLEUM OR NATURAL GAS LINE AT 90° ANGLE.
6. NEW WATER MAIN CROSSING OVER OR BENEATH NEW OR EXISTING PETROLEUM OR NATURAL GAS LINES TO BE ENCASED IN MINIMUM 18'-0" LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF PETROLEUM OR NATURAL GAS LINES TO BE NO LESS THAN 2.0'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

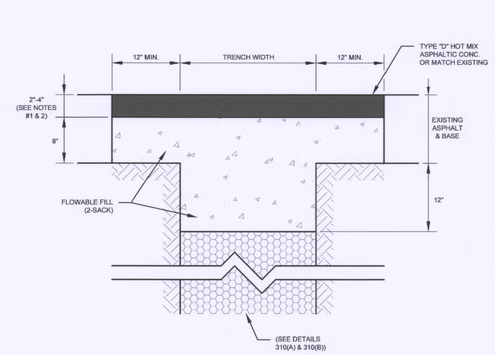
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW WATER MAIN CROSSING PETROLEUM AND NATURAL GAS LINE		308
APPROVED: MCC			



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

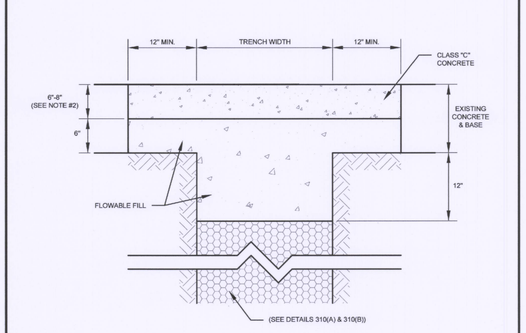
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS		DETAIL:
TRENCHING AND BEDDING			310(A)



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS		DETAIL:
ASPHALT TRENCH PAVEMENT REPLACEMENT			311



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE PAVEMENT THICKNESS TO BE A MINIMUM OF 6" OR MATCH THE EXISTING CONCRETE THICKNESS IF IT IS GREATER THAN 6" THICK. CONCRETE PAVEMENT THICKNESS TO BE MINIMUM 8" FOR ARTERIAL PAVEMENT.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH CONCRETE AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS		DETAIL:
CONCRETE TRENCH PAVEMENT REPLACEMENT			312

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								Description
								By
								Date
								Rev. No.
Drawn By	ACA							
Checked By	JCF							
Approved By	JCF							
Vert. Scale	N / A							
Horz. Scale	N / A							
Job No.	U24-02							
Date	MAR-26							

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DETAILS 2 OF 7

STATE OF TEXAS
APR 10 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

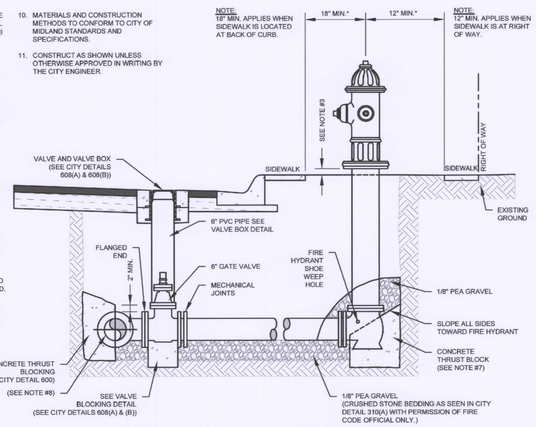
SHEET C-702

21 OF 26

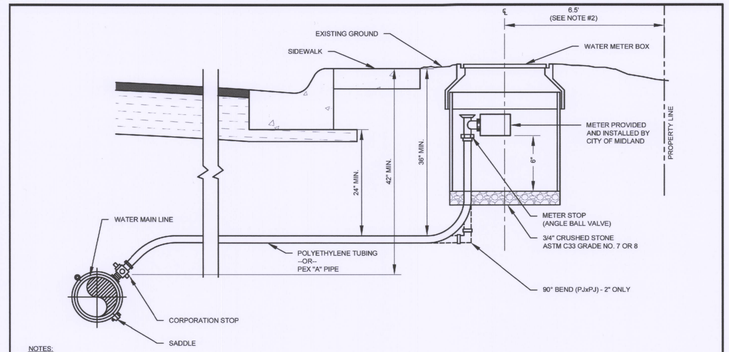
File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-7 DETAILS.dwg Jan 09, 2026 - 8:52am aatencio

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FIRE HYDRANT NEW WATER MAIN		603
APPROVED: MCC			



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	1" AND 2" WATER METER AND SERVICE CONNECTION		604(A)
APPROVED: MCC			

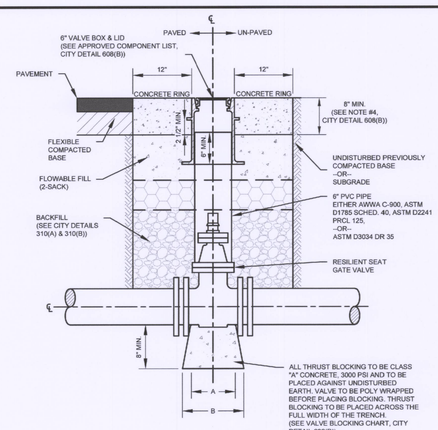
APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL
SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX "A" PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX "A" PIPE 3. OR APPROVED EQUAL

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
1" AND 2" WATER METER AND SERVICE CONNECTION		604(B)	



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL VALVE AND VALVE BOX		608(A)
APPROVED: MCC			

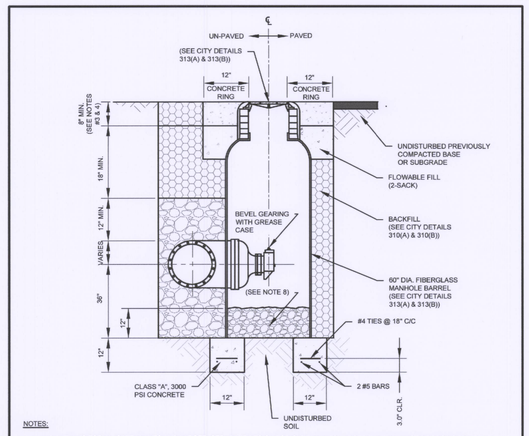
APPROVED COMPONENT LIST			
NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 M/J	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 390-1 "SHORTY"
2	M & H 4067 M/J	M & H 4067-0	OR APPROVED EQUAL
3	CL0W 2838 M/J	CL0W 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART		
PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-0"
8"	6.5"	1'-0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL VALVE AND VALVE BOX DETAILS		608(B)
APPROVED: MCC			



NOTES:

1. THIS DETAIL IS FOR 16" GATE VALVES AND LARGER. SEPARATE DESIGN FOR GATE VALVES LARGER THAT 16" MUST BE PROVIDED AT THE DISCRETION OF THE CITY ENGINEER.
2. ALL GATE VALVES ARE TO BE RESILIENT WEDGE TYPE, HORIZONTAL MOUNTED, MECHANICAL JOINT, BEVEL GEAR OPERATOR. ALL FITTINGS ARE TO BE RESTRAINED JOINTS.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. WASHED PEA GRAVEL OR WASHED 3/4" CRUSHED STONE ASTM C33 GRADE NO. 7 OR 8.
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
HORIZONTAL GATE VALVE AND VAULT		609	

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.	Job No.	Horz. Scale	Vert. Scale	Approved By	Checked By	Drawn By
			MAR-26	U24-02	N / A	N / A	JCF	JCF	ACA

MIDLAND Be the Energy!

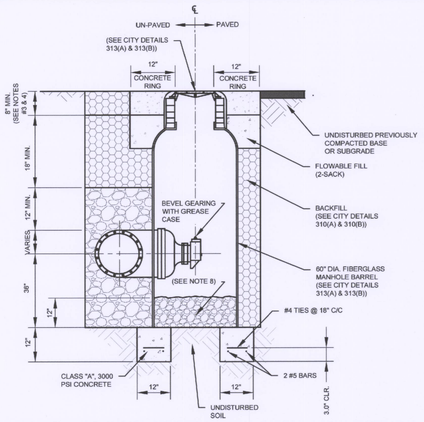
LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DETAILS 3 OF 7

STATE OF TEXAS
APR 10 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
Josh Ferguson

SHEET C-703
22 OF 26

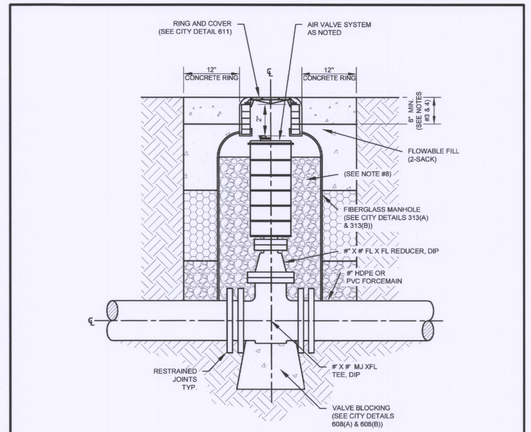
File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-7 DETAILS.dwg Jan 09, 2026 - 8:52am aatencio



NOTES:

1. THIS DETAIL IS FOR 16" GATE VALVES AND LARGER. SEPARATE DESIGN FOR GATE VALVES LARGER THAT 16" MUST BE PROVIDED AT THE DISCRETION OF THE CITY ENGINEER.
2. ALL GATE VALVES ARE TO BE RESILIENT WEDGE TYPE, HORIZONTAL MOUNTED, MECHANICAL JOINT, BEVEL GEAR OPERATOR. ALL FITTINGS ARE TO BE RESTRAINED JOINTS.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. WASHED PEA GRAVEL OR WASHED 3/4" CRUSHED STONE ASTM C33 GRADE NO. 7 OR 8.
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

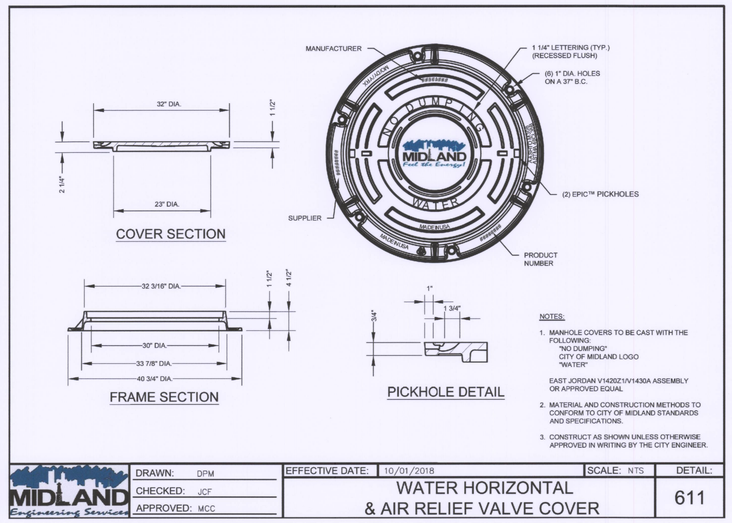
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	HORIZONTAL GATE VALVE AND VAULT		609



NOTES:

1. USE AN A.R.I. D-025 SB WITH A 4" TUBE LENGTH OR APPROVED EQUAL FOR ALL AIR VALVE INSTALLATIONS.
2. EQUIP EACH AIR VALVE SYSTEM WITH A NON-SLAM, DISCHARGE THROTTLING ATTACHMENT (SLOW RELEASE ONE WAY ATTACHMENT).
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MAY BE EITHER PEA GRAVEL OR 3/4" CRUSHED STONE ASTM C33 GRADE N. 7 OR 8
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	WATER AIR RELIEF VALVE		610

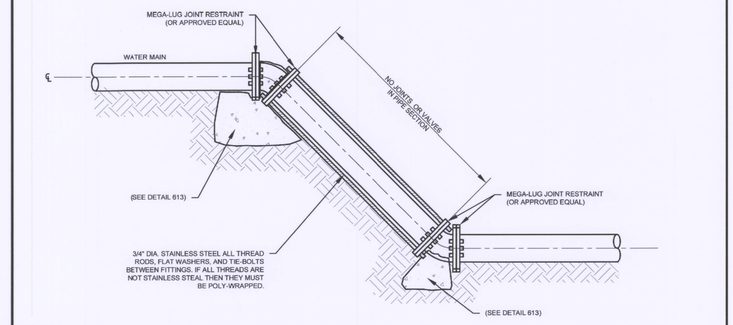


NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WATER"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL
2. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services			WATER HORIZONTAL & AIR RELIEF VALVE COVER		611



NOTES:

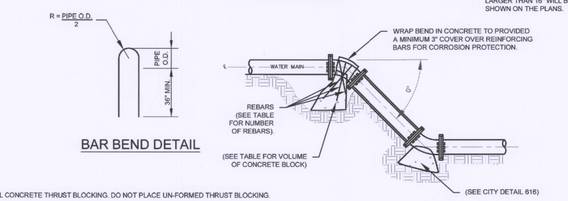
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services			WATER MAIN VERTICAL OFFSET		612

DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#6
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#6	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#6	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.



NOTES:

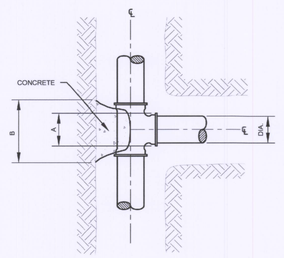
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services			BLOCKING FOR VERTICAL BEND		613

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 6"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 6"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH



NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services			BLOCKING FOR TEE		615

811 Know what's below. Call before you dig.

Drawn By	ACA						
Checked By	JCF						
Approved By	JCF						
Vert. Scale	N / A						
Horz. Scale	N / A						
Job No.	U24-02						
Date	MAR-26	Rev. No.	Date	By	Description		

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DETAILS 4 OF 7

STATE OF TEXAS
APR 10 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-704

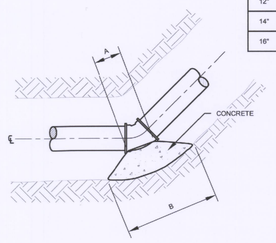
23 OF 26

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-7 DETAILS.dwg Jan 09, 2026 - 8:52am antencio

BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-6"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-5"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-6"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
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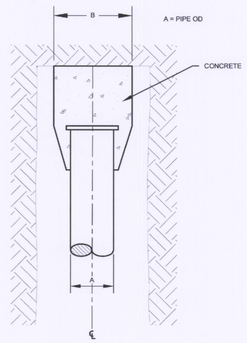
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR HORIZONTAL BENDS		616
APPROVED: MCC			



CAP BLOCKING

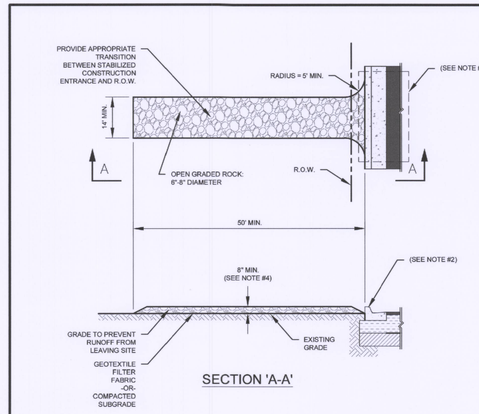
PIPE OD A	BLOCKING DIMENSIONS	
	B	*C
4"	1'-0"	1'-0"
6"	1'-7"	1'-0"
8"	2'-2"	2'-2"
10"	2'-8"	2'-8"
12"	3'-2"	3'-2"
14"	3'-8"	3'-8"
16"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. CAP ALL WATER MAIN STUB OUTS.
2. FORM ALL CONCRETE THRUST BLOCKING . DO NOT PLACE UN-FORMED THRUST BLOCKING.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. THRUST BLOCKING DESIGN TO BE PROVIDED IN CONSTRUCTION DRAWINGS FOR PIPES LARGER THAN 16" DIAMETER.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR CAP		617
APPROVED: MCC			

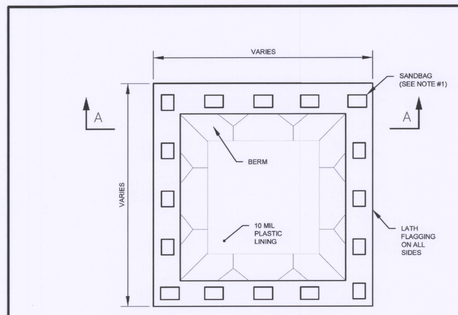


SECTION 'A-A'

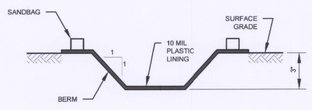
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701	



DEPRESSED WASHOUT

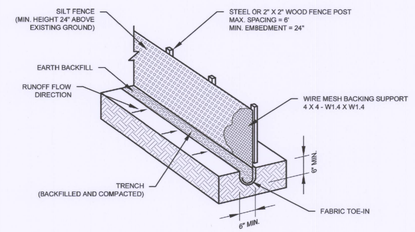


SECTION 'A-A'

NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

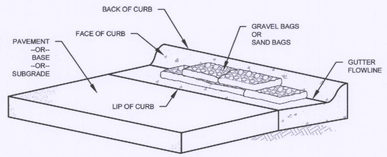
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CONCRETE WASHOUT OPTION 1		704	



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
SILT FENCE		706	



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CURB GRAVEL OR SAND BAGS		712	

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	N / A
Job No.	U24-02
Date	MAR-26

MIDLAND Be the Energy!

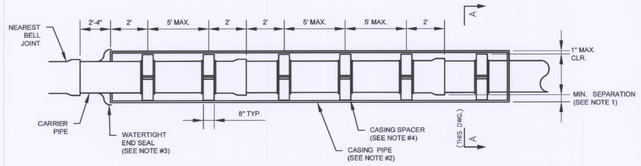
LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DETAILS
5 OF 7

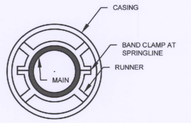
STATE OF TEXAS
APR 10 2026
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

SHEET C-705
24 OF 26

P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-7 DETAILS.dwg Jan 09, 2026 - 8:52am aatencio



CROSS SECTION VIEW



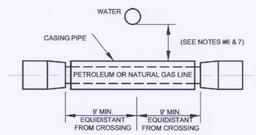
SECTION 'A-A'

NOTES:

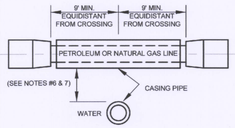
1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL PIPE CASING DETAIL		805
APPROVED: MCC			

NEW PETROLEUM OR NATURAL GAS UNDER WATER



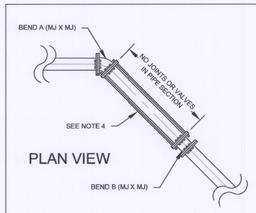
NEW PETROLEUM OR NATURAL GAS OVER WATER

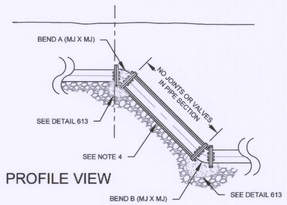


NOTES:

1. SEE CITY DETAIL 308 FOR NEW WATER MAIN REQUIREMENTS AT PETROLEUM OR NATURAL GAS CROSSINGS.
2. MUST COMPLETE AND FOLLOW CONSENT AND CROSSING AGREEMENT FOR CROSSING CITY OF MIDLAND UTILITY LINES, AS PER ROW MANAGER.
3. PETROLEUM OR NATURAL GAS LINES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
4. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
5. CENTER NEW PETROLEUM OR NATURAL GAS PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. PETROLEUM OR NATURAL GAS LINE TO CROSS WATER MAIN AT 90° ANGLE.
6. NEW PETROLEUM OR NATURAL GAS LINE CROSSING OVER OR BENEATH WATER MAIN TO BE ENCASED IN MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

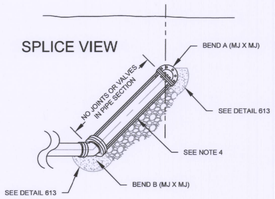
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	PETROLEUM AND NATURAL GAS LINES CROSSING WATER MAIN		808
APPROVED: MCC			



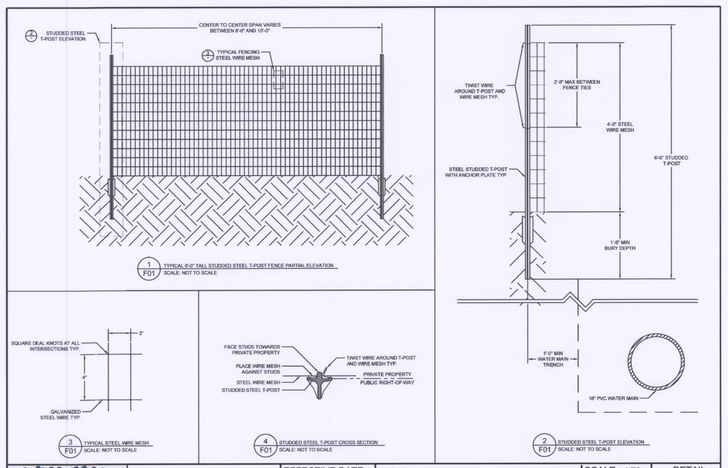


NOTES:

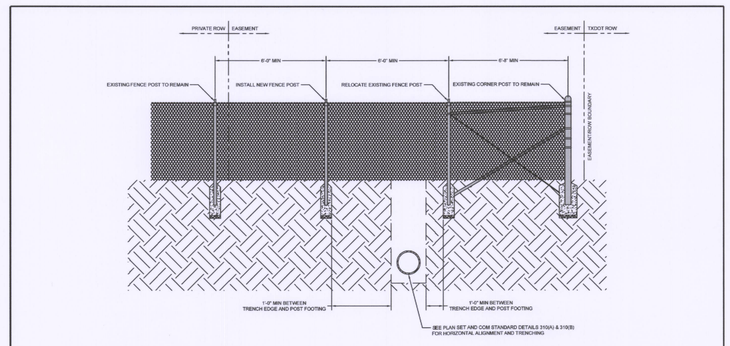
1. BEND ROTATES TO VERTICAL ALIGNMENT ANGLE NOTED ON PLAN & PROFILE SHEETS.
2. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. ¾" DIA. STAINLESS STEEL ALL THREAD RODS, FLAT WASHERS, AND TIE-BOLTS BETWEEN FITTINGS. IF ALL THREADS ARE NOT STAINLESS STEEL THEN THEY MUST BE POLY WRAPPED.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: PAK	EFFECTIVE DATE: 07/14/2020	SCALE: NTS	DETAIL:
CHECKED: JCF	WATER MAIN VERTICAL & HORIZONTAL OFFSET		W1
APPROVED:			



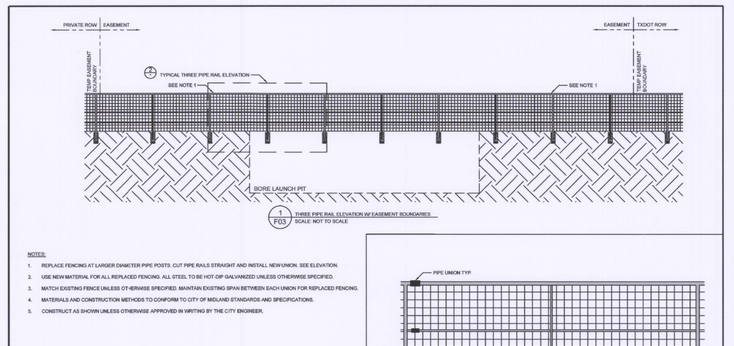
DRAWN: ACA	EFFECTIVE DATE: _/_/___	SCALE: NTS	DETAIL:
CHECKED: JCF	AGRICULTURAL FENCING		F01
APPROVED: JCF			



NOTES:

1. MATCH EXISTING FENCE UNLESS OTHERWISE SPECIFIED.
2. USE NEW MATERIAL FOR ALL RELOCATED FENCING. ALL STEEL TO BE HOT-DIP GALVANIZED UNLESS OTHERWISE SPECIFIED.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: ACA	EFFECTIVE DATE: _/_/___	SCALE: NTS	DETAIL:
CHECKED: JCF	CHAINLINK FENCING		F02
APPROVED: JCF			



NOTES:

1. REPLACE FENCING AT LARGER DIAMETER PIPE POSTS. CUT PIPE RAILS STRAIGHT AND INSTALL NEW UNION. SEE ELEVATION.
2. USE NEW MATERIAL FOR ALL REPLACED FENCING. ALL STEEL TO BE HOT-DIP GALVANIZED UNLESS OTHERWISE SPECIFIED.
3. MATCH EXISTING FENCE UNLESS OTHERWISE SPECIFIED. MAINTAIN EXISTING SPAN BETWEEN EACH UNION FOR REPLACED FENCING.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: ACA	EFFECTIVE DATE: _/_/___	SCALE: NTS	DETAIL:
CHECKED: JCF	THREE PIPE RAIL FENCE		F03
APPROVED: JCF			

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N / A
Horz. Scale	N / A
Job No.	U24-02
Date	MAR-26

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DETAILS 6 OF 7

STATE OF TEXAS APRIL 2026 JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER

SHEET C-706

25 OF 26

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-7 DETAILS.dwg Jan 09, 2026 - 8:52am aatencio

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any purpose whatsoever. The Texas Department of Transportation shall not be responsible for the manner in which the information is used by others nor for incorrect results or damages resulting from its use.

DATE:
FILE:

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** Offset	Offset	Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-10 "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, type 3 Barricades or other channelizing devices may be substituted for the Shadow vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure , CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

FILE: tcp1-4-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

811 Know what's below. Call before you dig.

Description	Date	By	Rev. No.

Drawn By	ACA
Checked By	JCF
Approved By	JCF
Vert. Scale	N/A
Horz. Scale	N/A
Job No.	U24-02
Date	MAR-26

MIDLAND — Be the Energy!

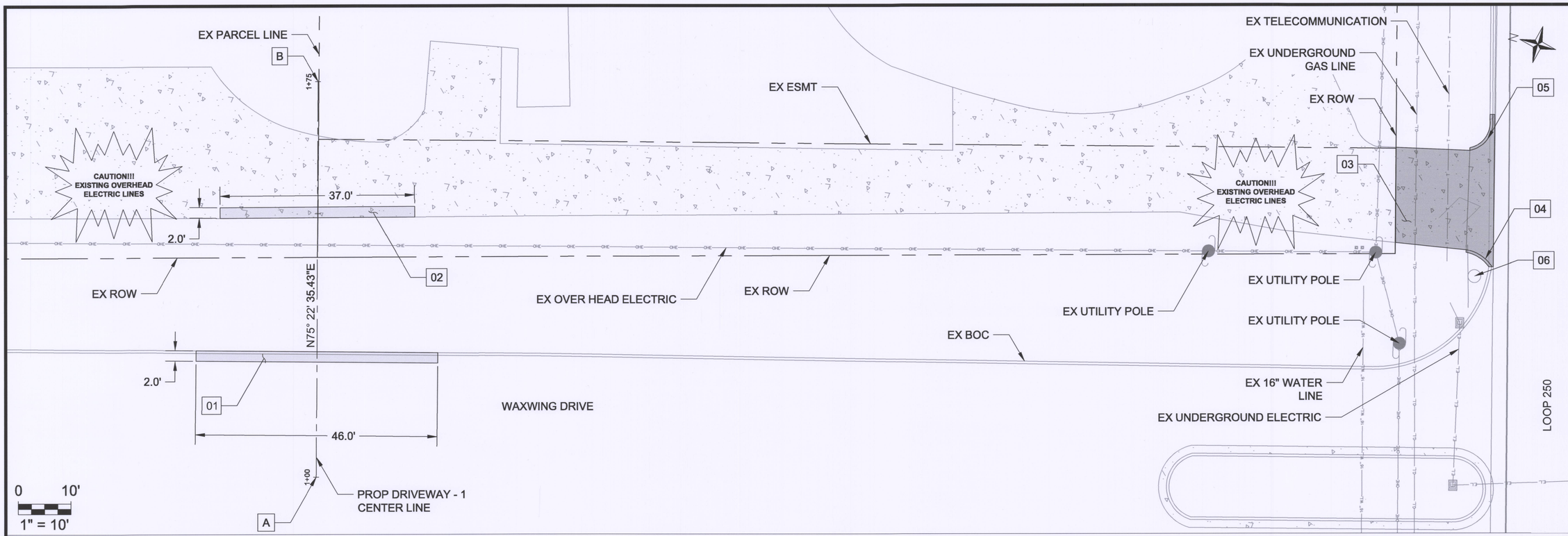
LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DETAILS
7 OF 7

STATE OF TEXAS
APR 21 2026
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-707
26 OF 26

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-7 DETAILS.dwg Jan 09, 2026 - 8:52am aatencio



DRIVEWAY - 1 CONTROL TABLE				
POINT ID	DESCRIPTION	STATION	NORTHING	EASTING
A	BEGIN	1+00.00	10714535.052	1763697.052
B	END	1+75.00	10714553.986	1763769.822

KEYED NOTES:

01 REMOVE APPROXIMATELY 46-LF OF EXISTING CURB AND GUTTER.

02 REMOVE APPROXIMATELY 37-LF OF EXISTING PAVEMENT.

03 REMOVE APPROXIMATELY 41-SY OF EXISTING CONCRETE DRIVEWAY.

04 REMOVE APPROXIMATELY 6-LF OF EXISTING CURB AND GUTTER.

05 REMOVE APPROXIMATELY 8-LF OF EXISTING CURB AND GUTTER.

06 REMOVE EXISTING SIGN POST AND ASSEMBLY (BY CITY).

GENERAL NOTES:

A. THIS DESIGN IS FOR THE RESIDENTIAL DRIVEWAY CONSTRUCTION ALONG WAXWING DRIVE APPROXIMATELY 225 LF FROM THE INTERSECTION OF WAXWING DRIVE AND LOOP 250.

B. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SURVEY AND SITE VISITS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.

D. ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARD CONSTRUCTION REQUIREMENTS, DETAILS AND SPECIFICATIONS UNLESS OTHERWISE INDICATED IN THESE CONSTRUCTION DRAWINGS.

E. CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT CONSTRUCTION STAKING, SURVEYING AND RELATED TESTING.

F. ALL BEARINGS, DIMENSIONS, AND COORDINATE SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NORTH AMERICAN VERTICAL DATUM 1988.

G. CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AND ELEVATION.

H. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, EMISSIONS, TRENCHING, SHORING, AND SITE SAFETY AT ALL TIMES.

I. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY.

J. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THE CONSTRUCTION SET.

K. THE CONTRACTOR MUST NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER.

L. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.

M. CONTRACTOR MUST NOTIFY ALL PROPERTY OWNERS OF ANY PLANNED SERVICE INTERRUPTION NO LESS THAN TWO (2) BUSINESS DAYS PRIOR TO ANY SUCH INTERRUPTION. THE CONTRACTOR MST OBTAIN PERMISSION FROM THE CITY OF MIDLAND FOR THE DATES OF THE PLANNED SERVICE INTERRUPTION BEFORE NOTIFYING ANY PROPERTY OWNER.

N. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR ANY OVERHEAD ELECTRIC, POWER, OR PHONES LINES.

O. CONTRACT MUST REPAIR OR REPLACE ANY DAMAGED CAUSED TO PRIVATE INFRASTRUCTURE OR PROPERTY NOT INDICATED BY THE CONSTRUCTION DRAWINGS OR AT THE DIRECTION OF THE ENGINEER TO EQUAL OR BETTER THAN EQUAL CONDITION THAN THE ORIGINAL EXISTING CONDITION.

P. CONTRACTOR IS TO VERIFY THE ELEVATION OF ALL UTILITY CROSSINGS PRIOR TO INSTALLATION OF THE PIPE.

Q. CONTRACTOR MUST COORDINATE WITH THE OWNERS OF UTILITIES WHICH MUST BE CROSSED BY THE PROPOSED PUBLIC UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR MUST ENSURE THAT THE REQUIRED VERTICAL SEPARATION DISTANCES ARE MAINTAINED.

R. ALL SAW-CUT(S) ARE TO HAVE CLEAN AND STRAIGHT EDGES, PRIOR TO EXCAVATION, AND ARE CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.

S. CONTRACTOR IS TO EXERCISE CAUTION WHEN WORKING AROUND OR BETWEEN ANY POWER LINES. CONTRACTOR IS TO TAKE ALL NECESSARY BRACING AND SHORING MEASURES TO PREVENT DAMAGE TO EXISTING POWER POLES.

T. ANY ON-SITE STORAGE ARE TO BE LOCATED WITHIN THE DESIGNATED PROJECT WORK ZONE ONLY.

U. ALL TRENCH PAVEMENT REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.

V. ANY AND ALL FLOWABLE FILL (2-SACK, 188-LBS/CY) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO PLACEMENT OF ANY PAVEMENT OVER THE FLOWABLE FILL MATERIAL.

W. ALL REPAIRS OR REPLACEMENT OF EXISTING PAVEMENT MUST BE TO EQUAL OR BETTER CONDITION THAN THE EXISTING PAVEMENT.

DEMOLITION NOTES:

A. CONTRACTOR SHALL NOTIFY CITY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND MUST RECEIVE WRITTEN CONFIRMATION THAT ADDITIONAL PROPOSED DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

LEGEND

- EX ROW
- EX CURB LINE
- 16" W.L. — EX 16" WATER LINE
- G.L. — EX GAS LINE
- OHE — EX OVERHEAD ELECTRIC
- E.L. — EX ELECTRICAL LINE
- XXXX.XX — PROP MAJOR CONTOUR LINE
- XXXX.XX — PROP MINOR CONTOUR LINE
- EX ELECTRICAL BOX
- EX UTILITY POLE
- EX PAVEMENT
- PROP CURB REMOVAL
- PROP PAVEMENT REMOVAL

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	RPC
Checked By	JVC
Approved By	RPC
Vert. Scale	N/A
Horz. Scale	N/A
Job No.	4237
Date	APR-26

MIDLAND Be the Energy!

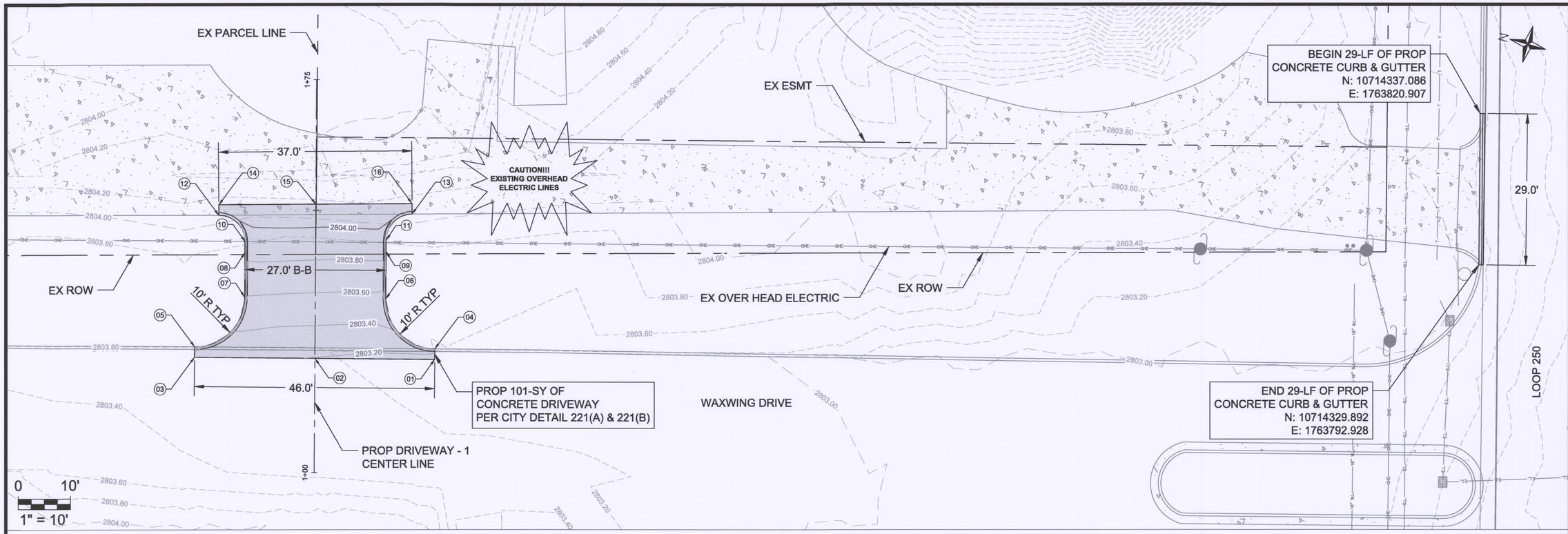
LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DRIVEWAY - 1 EXISTING CONDITIONS, PROJECT CONTROL & DEMOLITION

STATE OF TEXAS
RYAN P. CONNER
159243
LICENSED
PROFESSIONAL ENGINEER
04/10/2026

DRWY-1

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-5 PROPOSED.dwg Apr 10, 2026 - 10:04am rconner



DRIVEWAY - 1 PAVING POINT TABLE						
POINT ID	DESCRIPTION	STATION	OFFSET	NORTHING	EASTING	ELEV
01	CONNECT TO EX PVMT	1+21.73	22.96 RT	10714518.325	1763723.877	2803.12
02	CONNECT TO EX PVMT	1+21.82	0.00 T	10714540.560	1763718.163	2803.22
03	CONNECT TO EX PVMT	1+21.90	23.04 LT	10714562.872	1763712.428	2803.27
04	CONNECT TO EX BOC	1+23.73	22.96 RT	10714518.823	1763725.814	2803.60
05	CONNECT TO EX BOC	1+23.90	23.03 LT	10714563.370	1763714.365	2803.67
06	PT	1+33.23	13.50 RT	10714530.379	1763732.617	2804.05
07	PT	1+33.40	13.50 LT	10714556.547	1763725.963	2804.09
08	BEGIN 10' CURB TRANSITION	1+41.94	13.50 LT	10714558.703	1763734.228	2804.35
09	BEGIN 10' CURB TRANSITION	1+42.24	13.50 RT	10714532.654	1763741.336	2804.36
10	PC	1+44.03	13.50 LT	10714559.231	1763736.250	2804.29
11	PC	1+44.45	13.50 RT	10714533.210	1763743.467	2804.30
12	CONNECT TO EX PVMT	1+49.03	18.56 LT	10714565.385	1763739.811	2804.06
13	CONNECT TO EX PVMT	1+49.45	18.44 RT	10714529.688	1763749.553	2804.07
14	CONNECT TO EX PVMT	1+51.03	18.58 LT	10714565.912	1763741.741	2804.14
15	CONNECT TO EX PVMT	1+51.24	0.00 T	10714547.988	1763746.632	2804.15
16	CONNECT TO EX PVMT	1+51.45	18.42 RT	10714530.215	1763751.482	2804.14

PAVING NOTES:

A. CONTRACTOR SHALL MATCH EXISTING PAVEMENT SURFACE ELEVATION AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE.

B. CONTRACTOR SHALL NOTIFY CITY ENGINEER BEFORE PROCEEDING WITH ANY ADDITIONAL PAVEMENT REPAIRS OR PLACEMENT NOT QUANTIFIED IN THIS PLAN SET. CONTRACTOR MUST RECEIVE WRITTEN CONFIRMATION OF ADDITIONAL PROPOSED PAVEMENT REPAIR OR PLACEMENT IS APPROVED PRIOR TO ANY ADDITIONAL PAVEMENT TAKING PLACE.

C. ALL SAW-CUTS FOR PAVEMENT REMOVAL SHALL BE CUT IN CLEAN, STRAIGHT LINES.

D. ALL PROPOSED STAND-UP CURB ALONG LOOP 250 SHALL MATCH EXISTING CURB HEIGHT THROUGHOUT THE ENTIRETY OF THE AREA.

E. ALL CONCRETE PAVEMENT JOINTS SHALL BE SEALED BY EITHER TxDOT OR CITY OF MIDLAND STANDARDS.

F. CONTRACTOR SHALL MAINTAIN SUBGRADE AND/OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION. CONTRACTOR SHALL KEEP SUBGRADE AND/OR BASE DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.

G. CONTRACTOR SHALL PLACE EXPANSION JOINTS AT ALL JOINTS BETWEEN EXISTING AND PROPOSED CURBS.

H. CONTRACTOR MAY USE POLYPROPYLENE FIBER REINFORCING WHEN REQUIRED AT A RATE OF 3.0 LBS / CY IN LIEU OF WIRE REINFORCEMENT. CONTRACTOR SHALL ONLY USE REBAR REINFORCEMENT WHEN SPECIFICALLY CALLED FOR IN THIS CONSTRUCTION DRAWINGS.

I. CURB AND GUTTERS MAY BE MANUALLY FORMED OR SLIP FORMED AND SHALL BE PLACED SEPARATELY FROM PAVEMENT EXCEPT FOR FILLETS, WHICH ARE TO BE PLACED WITH INTEGRAL CURBS.

J. CONTRACTOR SHALL SAWCUT ALL CONTROL JOINTS. CONCRETE PAVEMENT JOINT SPACING IS TO BE A MINIMUM 10'x10' AND MAXIMUM 15'x15'. CONTRACTOR SHALL PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS AND/OR CONCRETE EDGES.

K. CONCRETE SHALL BE PROVIDED WITHIN 45 MINUTES OF BATCHING. CONTRACTOR SHALL USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE. CONTRACTOR SHALL NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.

LEGEND

- EX ROW
- EX CURB LINE
- EX 16" WATER LINE
- EX GAS LINE
- EX OVERHEAD ELECTRIC
- EX ELECTRICAL LINE
- PROP MAJOR CONTOUR LINE
- PROP MINOR CONTOUR LINE
- EX ELECTRICAL BOX
- EX UTILITY POLE
- EX PAVEMENT
- PROP CURB LINE
- PROP SAW-CUT
- PROP MAJOR CONTOUR LINE
- PROP MINOR CONTOUR LINE
- PROP PAVEMENT

811 Know what's below. Call before you dig.

No.	Description	By	Date

Drawn By	RPC
Checked By	JCF
Approved By	RPC
Vert. Scale	N/A
Horz. Scale	N/A
Job No.	032422
Date	APR-26

MIDLAND Be the Energy!

LOOP 250 & TODD ROAD WATER IMPROVEMENTS

DRIVEWAY - 1
PAVING & GRADING

STATE OF TEXAS
RYAN P. CONNER
159243
LICENSED PROFESSIONAL ENGINEER
04/10/2026

DRWY-2

File: P:\Engineering Services\Engineering Projects\2024\U24-02 Loop 250 & Todd Rd WL IMP\03 DWGS\3.1 DWG\Phase 1\C-5 PROPOSED.dwg Apr 08, 2026 - 3:06pm rconner

City Council Meeting

Item Number: 7.
Meeting Date: June 9, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE MOCKINGBIRD LANE PHASE 1 PAVING AND DRAINAGE PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $1,177,016.31; APPROVING $235,403.26 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the Mockingbird Lane Phase 1 Paving And Drainage project to Reece Albert, Inc. of San Angelo, Texas for a cost of $1,177,016.31 plus contingencies of $235,403.26 for a total of $1,412,419.57 from the G. O. Road Bond 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:
Resolution awarding a contract for the Mockingbird Lane Phase 1 Paving And Drainage project for the Engineering Department. The bid request was sent to five hundred ninety-five (595) companies, and forty-four (44) viewed the bid request. We received four (4) bids. Staff recommends awarding a contract to Reece Albert, Inc. of San Angelo, Texas. Please see the attached memo from Joshua C. Ferguson, Assistant City Engineer, for more information. Therefore, please consider a resolution awarding a contract for the Mockingbird Lane Phase 1 Paving And Drainage project for the Engineering Department to Reece Albert, Inc. of San Angelo, Texas for a cost of $1,177,016.31 plus contingencies of $235,403.26 for a total of $1,412,419.57.

Attachments:
A. RESOLUTION W EXH - Award Mockingbird Ln Ph 1 Paving & Drainage Project Reso w Exh
B. 2026.05.21 P25-17 Mockingbird Ln Ph 1 P&D - Recommend Award

C. 2026.05.21 P25-17 Mockingbird Ln Ph 1 P&D - Bid Tab
D. 2026.05.21 P25-17 Mockingbird Ln Ph 1 P&D - Bid Packet (Combined)
E. 2026.04.17 P25-17 Mockingbird Ln Ph 1 P&D - Dwg (Approved)

Carolina Jimenez, General Services	Created/Initiated - 5/27/2026
Regina Stephenson, General Services	Approved - 5/27/2026
Christy Weakland, Finance	Approved - 5/27/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MOCKINGBIRD LANE PHASE 1 PAVING AND DRAINAGE PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $1,177,016.31; APPROVING $235,403.26 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Mockingbird Lane Phase 1 Paving and Drainage Project (the "Project"); and

WHEREAS, Bid No. 26004234 was opened on May 14, 2026, with the lowest responsible bidder being Reece Albert, Inc. of San Angelo, Texas ("Contractor"), having submitted a bid of $1,177,016.31 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 $1,177,016.31; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,177,016.31, 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 $235,403.26.

SECTION THREE. That the sum of $1,412,419.57 shall be appropriated from the G.O. Road Bond to a project account for said Project. The sum of $235,403.26 is approved for contract contingencies.

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 $1,412,419.57 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

26004234 P25-17 Mockingbird Ln Ph 1 P&D

Bid Opening: May 14, 2026

					Danny's Asphalt Paving, Inc.		Reece Albert, Inc.		permian paving inc		Jones Bros Dirt & Paving	
				Total Cost	$2,326,601.46		$1,177,016.31		$2,932,780.80		$2,250,609.24	
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	TotalCost	Unit Price	Total Cost
1	Miscellaneous Items											
#1-1	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$9,500.00	$28,500.00	$37,108.03	$111,324.09	$82,500.00	$247,500.00	$41,595.00	$124,785.00
#1-2	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$7,500.00	$18,600.00	$2,924.65	$7,253.13	$9,500.00	$23,560.00	$1,879.00	$4,659.92
#1-3	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$9,500.00	$28,500.00	$3,463.92	$10,391.76	$12,000.00	$36,000.00	$7,410.00	$22,230.00
#1-4	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$2,500.00	$7,500.00	$2,204.17	$6,612.51	$12,000.00	$36,000.00	$1,037.40	$3,112.20
#1-5	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$1,500.00	$4,500.00	$581.67	$1,745.01	$12,000.00	$36,000.00	$25,000.00	$75,000.00
#1-6	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$14.44	$51,984.00	$4.73	$17,028.00	$12.50	$45,000.00	$4.43	$15,948.00
#1-7	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$7,500.00	$7,500.00	$15,078.33	$15,078.33	$25,000.00	$25,000.00	$50,000.00	$50,000.00
	Totals					**$147,084.00**		**$169,432.83**		**$449,060.00**		**$295,735.12**
2	Paving Items 1-7											
#2-1	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$3.78	$29,967.84	$2.78	$22,039.84	$8.20	$65,009.60	$17.00	$134,776.00
#2-2	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$33.97	$887,466.25	$8.46	$221,017.50	$46.50	$1,214,812.50	$37.53	$980,471.25
#2-3	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$28.20	$204,280.80	$18.18	$131,695.92	$27	$195,588.00	$15.42	$111,702.48
#2-4	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$94.60	$730,217.40	$60.20	$464,683.80	$85.50	$659,974.50	$59.14	$456,501.66
#2-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$5	$7,245.00	$6.12	$8,867.88	$3.80	$5,506.20	$5.98	$8,665.02
#2-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$5	$3,625.00	$2.91	$2,109.75	$3.80	$2,755.00	$7.76	$5,626.00
#2-7	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$214.22	$10,496.78	$178.04	$8,723.96	$160	$7,840.00	$172.50	$8,452.50
#2-8	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$185.05	$28,867.80	$131.39	$20,496.84	$160	$24,960.00	$155.25	$24,219.00
#2-9	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$39.70	$67,847.30	$25.45	$43,494.05	$55	$93,995.00	$40.25	$68,787.25
#2-10	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$500	$5,000.00	$355.18	$3,551.80	$160	$1,600.00	$1,150.00	$11,500.00
#2-11	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$125.37	$60,302.97	$78.80	$37,902.80	$160	$76,960.00	$109.25	$52,549.25
#2-12	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$3,000.00	$6,000.00	$1,525.38	$3,050.76	$4,500.00	$9,000.00	$2,875.00	$5,750.00
#2-13	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$1,800.00	$7,200.00	$873.03	$3,492.12	$2,800.00	$11,200.00	$1,725.00	$6,900.00
#2-14	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$350	$3,500.00	$219.68	$2,196.80	$120	$1,200.00	$1,150.00	$11,500.00
#2-15	8” RipRap (D50), furnished, installed, complete and in place.	352	SY	P14	$340.91	$120,000.32	$81.08	$28,540.16	$310	$109,120.00	$176.48	$62,120.96
#2-16	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$100	$7,500.00	$76.26	$5,719.50	$56	$4,200.00	$71.37	$5,352.75
	Totals					**$2,179,517.46**		**$1,007,583.48**		**$2,483,720.80**		**$1,954,874.12**

Bidding Summary

595 Bids were issued
44 Document Takers
0 No Bids Received
4 Bids listed above
591 Bidders did not respond

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Joshua C. Ferguson, P.E.; City of Midland, Assistant City Engineer

SUBJECT: Mockingbird Lane Phase 1 Paving And Drainage ♦ Engr. Project No. P25-17 ♦ Bid Tabulation ♦ RFB (Get No. from Purchasing)

DATE: May 21, 2026

Erika,

Engineer staff has reviewed the bid tabulation for the Mockingbird lane Phase 1 Paving And Drainage project. Reece Albert, Inc. of San Angelo, Texas, is the apparent low bidder. Staff recommends awarding the Mockingbird lane Phase 1 Paving And Drainage project to Reece Albert, Inc..

Reece Albert, Inc. has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of previous paving improvement projects. Furthermore, the unit prices appear to be in line with current pricing trends.

The apparent successful bidder was selected based on the base bid amount of **$1,177,016.31** as outlined in the bidding documents with a 90 calendar day construction period beginning within 15 calendar days of a written notice to proceed for construction. In addition, we would like to request a 20% contingency in the amount of **$235,403.26** be allowed for value added changes to the project during construction. The total amount made available for the project would be **$1,412,419.57**.

Joshua C. Ferguson, P.E.
Assistant City Engineer

26004234 P25-17 Mockingbird Ln Ph 1 P&D

Bid Opening: May 14, 2026

					Danny's Asphalt Paving, Inc.		Reece Albert, Inc.		permian paving inc		Jones Bros Dirt & Paving	
				Total Cost	$2,326,601.46		$1,177,016.31		$2,932,780.80		$2,250,609.24	
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	TotalCost	Unit Price	Total Cost
1	Miscellaneous Items											
#1-1	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$9,500.00	$28,500.00	$37,108.03	$111,324.09	$82,500.00	$247,500.00	$41,595.00	$124,785.00
#1-2	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$7,500.00	$18,600.00	$2,924.65	$7,253.13	$9,500.00	$23,560.00	$1,879.00	$4,659.92
#1-3	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$9,500.00	$28,500.00	$3,463.92	$10,391.76	$12,000.00	$36,000.00	$7,410.00	$22,230.00
#1-4	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$2,500.00	$7,500.00	$2,204.17	$6,612.51	$12,000.00	$36,000.00	$1,037.40	$3,112.20
#1-5	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$1,500.00	$4,500.00	$581.67	$1,745.01	$12,000.00	$36,000.00	$25,000.00	$75,000.00
#1-6	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$14.44	$51,984.00	$4.73	$17,028.00	$12.50	$45,000.00	$4.43	$15,948.00
#1-7	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$7,500.00	$7,500.00	$15,078.33	$15,078.33	$25,000.00	$25,000.00	$50,000.00	$50,000.00
	Totals					**$147,084.00**		**$169,432.83**		**$449,060.00**		**$295,735.12**
2	Paving Items 1-7											
#2-1	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$3.78	$29,967.84	$2.78	$22,039.84	$8.20	$65,009.60	$17.00	$134,776.00
#2-2	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$33.97	$887,466.25	$8.46	$221,017.50	$46.50	$1,214,812.50	$37.53	$980,471.25
#2-3	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$28.20	$204,280.80	$18.18	$131,695.92	$27	$195,588.00	$15.42	$111,702.48
#2-4	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$94.60	$730,217.40	$60.20	$464,683.80	$85.50	$659,974.50	$59.14	$456,501.66
#2-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$5	$7,245.00	$6.12	$8,867.88	$3.80	$5,506.20	$5.98	$8,665.02
#2-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$5	$3,625.00	$2.91	$2,109.75	$3.80	$2,755.00	$7.76	$5,626.00
#2-7	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$214.22	$10,496.78	$178.04	$8,723.96	$160	$7,840.00	$172.50	$8,452.50
#2-8	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$185.05	$28,867.80	$131.39	$20,496.84	$160	$24,960.00	$155.25	$24,219.00
#2-9	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$39.70	$67,847.30	$25.45	$43,494.05	$55	$93,995.00	$40.25	$68,787.25
#2-10	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$500	$5,000.00	$355.18	$3,551.80	$160	$1,600.00	$1,150.00	$11,500.00
#2-11	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$125.37	$60,302.97	$78.80	$37,902.80	$160	$76,960.00	$109.25	$52,549.25
#2-12	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$3,000.00	$6,000.00	$1,525.38	$3,050.76	$4,500.00	$9,000.00	$2,875.00	$5,750.00
#2-13	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$1,800.00	$7,200.00	$873.03	$3,492.12	$2,800.00	$11,200.00	$1,725.00	$6,900.00
#2-14	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$350	$3,500.00	$219.68	$2,196.80	$120	$1,200.00	$1,150.00	$11,500.00
#2-15	8” RipRap (D50), furnished, installed, complete and in place.	352	SY	P14	$340.91	$120,000.32	$81.08	$28,540.16	$310	$109,120.00	$176.48	$62,120.96
#2-16	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$100	$7,500.00	$76.26	$5,719.50	$56	$4,200.00	$71.37	$5,352.75
	Totals					**$2,179,517.46**		**$1,007,583.48**		**$2,483,720.80**		**$1,954,874.12**

Bidding Summary

595 Bids were issued
44 Document Takers
0 No Bids Received
4 Bids listed above
591 Bidders did not respond

PROJECT MANUAL

Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

MAYOR
Lori Blong

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	Robin Poole	At Large	Eric Davidson

ENGINEERING SERVICES DIRECTOR
Gabe McClelland



Prepared by City of Midland, Texas
Engineering Services Division

April 2026

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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.

Strategic Goals

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 NOTICE

ATTENTION: All bidders who choose to submit bids digitally for this project must submit their bids through the City of Midland's online procurement portal. The City of Midland's online procurement portal can be accessed at:

https://midlandtexas.bonfirehub.com/

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 14th day of May, 2026, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than May 14, 2026, at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for Mockingbird Lane Phase 1 Paving And Drainage together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, May 6th, 2026 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

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

purchasing@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, May 8, 2026. Questions submitted before the Noon deadline will be included in the Addendum that will go out the following Monday along with all discussion items, questions, answers, and any new information

resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

"FAX" or telephone bids or modifications will not be accepted.

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

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

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER'S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Marcia Bentley-German
City Secretary

Form Revised April 2026

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated December 15, 2025, approved April 17, 2026, and numbered from C100 (1) through C301 (11) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the

City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised April 2026

NOTICE TO BIDDERS

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

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

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

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

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

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

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: REECE ALBERT, INC.

Local Address (must be within the City limits): NOT APPLICABLE - OFFICE IS OUT OF 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: Mike Schmidt Date: 5-12-26

Printed Name and Title: MIKE SCHMIDT, VICE PRESIDENT

PROPOSAL

Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

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

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

(See Bid Items sheets for Proposal's item breakdowns, descriptions, quantities, units, unit prices, total amounts, and Pay Notes references.)

For the sum of One Million One Hundred Seventy Seven Thousand Sixteen dollars and Thirty One cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidders agree to substantially complete all work within 90 calendar days after reciept of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for 5% of total amount bid dollars and _____ cents total. ($ 5%) which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Reece Albert, Inc.

Name of Contractor

Skip Klement, Estimator

Submitted By | Print Name and Title

3001 Foster Street,

Mailing Address

San Angelo | TX | 76903

City | State | Zip

Primary Responses

Success: All data is valid!

Miscellaneous Items

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Pay Note	Numeric Unit Price	Total Cost
Success: All values provided	Bid	#1-1	**Mobilization, furnished, installed, complete and in place.**	3	MO	M1	$ 37,108.03	$ 111,324.09
Success: All values provided	Bid	#1-2	**Preparation of Right-of-Way, furnished, installed, complete and in place.**	2.48	ACRE	M2	$ 2,924.65	$ 7,253.13
Success: All values provided	Bid	#1-3	**Erosion/Sediment Control, furnished, installed, complete and in place.**	3	MO	M3	$ 3,463.92	$ 10,391.76
Success: All values provided	Bid	#1-4	**Traffic Control, furnished, installed, complete and in place.**	3	MO	M4	$ 2,204.17	$ 6,612.51
Success: All values provided	Bid	#1-5	**Job Site Safety, furnished, installed, complete and in place.**	3	MO	M5	$ 581.67	$ 1,745.01
Success: All values provided	Bid	#1-6	**Seeded Erosion Control Mats, furnished, installed, complete and in place.**	3600	SY	M6	$ 4.73	$ 17,028.00
Success: All values provided	Bid	#1-7	**Spray Watering, furnished, installed, complete and in place.**	1	LS	M7	$ 15,078.33	$ 15,078.33
Basket Total								**$ 169,432.83**

Paving Items

Success: All values provided	Bid	#2-1	**Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.**	7928	SY	P1	$ 2.78	$ 22,039.84

Success: All values provided	Bid	#2-2	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$ 8.46	$ 221,017.50
Success: All values provided	Bid	#2-3	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$ 18.18	$ 131,695.92
Success: All values provided	Bid	#2-4	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$ 60.20	$ 464,683.80
Success: All values provided	Bid	#2-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$ 6.12	$ 8,867.88
Success: All values provided	Bid	#2-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$ 2.91	$ 2,109.75
Success: All values provided	Bid	#2-7	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$ 178.04	$ 8,723.96
Success: All values provided	Bid	#2-8	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$ 131.39	$ 20,496.84
Success: All values provided	Bid	#2-9	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$ 25.45	$ 43,494.05
Success: All values provided	Bid	#2-10	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$ 355.18	$ 3,551.80
Success: All values provided	Bid	#2-11	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$ 78.80	$ 37,902.80
Success: All values provided	Bid	#2-12	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$ 1,525.38	$ 3,050.76

Success: All values provided	Bid	#2-13	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$ 873.03	$ 3,492.12
Success: All values provided	Bid	#2-14	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$ 219.68	$ 2,196.80
Success: All values provided	Bid	#2-15	8” RipRap (D50), furnished, installed, complete and in place.	352	SY	P14	$ 81.08	$ 28,540.16
Success: All values provided	Bid	#2-16	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$ 76.26	$ 5,719.50
Basket Total								$ 1,007,583.48
Grand Total								$ 1,177,016.31

PAY NOTES

P25-17

Mockingbird Lane Phase 1 Paving And Drainage

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Preparation of Right-of-Way	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Seeded Erosion Control Mats	M6
7	Spray Watering	M7
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	Unclassified Embankment (Density Controlled)	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	8" Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P4
5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30, 0.10 Gal / SY)	P6
7	6" Concrete Fillet	P7
8	6" Concrete Valley Gutter	P8
9	Type A Concrete Curb & Gutter	P9
10	Concrete Pedestrian Access Ramp	P10
11	4" Concrete Sidewalk	P11
12	Manhole Ring & Cover Adjustment	P12
13	Water Valve Box Ring & Cover Adjustment	P12
14	Flowable Fill / 2-Sack Backfill	P13
15	8" RipRap (D_{50})	P14
16	Type 3 Barricade	P15

PAY QUANTITY NOTES

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

M2 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the consturction drawings, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeded Erosion Control Mats per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all mats, seeding, staking, and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "B" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot of material placed measured along the back-of-curb.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P13 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P14 Includes the necessary equipment, labor, materials, and incidentals for the placement of RipRap (D_{50}) per the construction drawings and City of Midland standards and specifications, including all placement and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for Type 3 Barricade per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each linear foot of barricade placed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO Bid Bond

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Mockingbird Lane Phase 1 Paving And Drainage.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 14th day of May, 2026.

Reece Albert Inc.

Principal

By Mike Schmidt
MIKE SCHMIDT, VICE PRESIDENT

Address 3001 Foster St., San Angelo, TX 76903

Continental Casualty Company

Surety

By
Alyson Carmichael, Attorney-In-Fact

Address 151 N. Franklin Street, CHICAGO, IL 60606

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

Form Revised April 2026

BidB 2

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Paul Michael Messenger, Alyson Carmichael, Sarah Holverson, Individually

of The Woodlands, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 13th day of February, 2026.

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

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th 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 Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of May , 2026 .

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

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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

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

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

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 each of the above CNA Companies 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.

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.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**
Toll-free: **1-877-672-6115**

Email: legclm@cnasurety.com
Mail: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

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: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

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.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Servicio al Cliente al **1-312-822-5000**
Teléfono gratuito: **1-877-672-6115**

Correo electrónico: legclm@cnasurety.com
Dirección postal: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

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: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Form F8277-9-2023

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 10th day of June, 20 26, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Reece Albert, Inc. of the City San Angelo, County of Tom Green, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Mockingbird Lane Phase 1 Paving And Drainage together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

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

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

The SUM TOTAL of this Contract shall be: $1,177,016.31.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas.

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

To the extent that Sections 2271.002, 2274.002, and 2276.002 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 practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The

requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Governance Officer

APPROVED ONLY AS TO FORM:

By: _____
Nicholas Toulet-Crump, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of Reece Albert, Inc., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised May 2026

C 7

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 ___Mockingbird Lane Phase 1 Paving And Drainage_____ , 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 April 2026

PerfB 2

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 Mockingbird Lane Phase 1 Paving And Drainage, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

(Do not sign this form until after the project's construction Is complete.)

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

This document is to be signed by the undersigned (Contractor) only after all construction work for this project has been completed and accepted by the City of Midland, and after all suppliers and sub-contractors used by the undersigned for this project have been paid in full by the undersigned for any and all materials and work provided for the completion of this project. Any retainage for this project will be held by the City of Midland until after the undersigned has signed this form.

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all

work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

CP 2

_____

My Commission expires:

Form Revised April 2026

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
— Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Updated April 2026

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NOT APPLICABLE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 REECE ALBERT, INC.

Mike Schmidt, VICE PRESIDENT

Signature of vendor doing business with the governmental entity

5-12-26

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.

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

The Mockingbird Lane Phase 1 Paving And Drainage project includes arterial roadway improvements to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the placement, and installation of proposed paving, sidewalk, permanent stabilization and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, embedment, backfill, compaction, form work, pavement repair, pavement placement, sidewalk repair, sidewalk placement, structural repair, structural placement, concrete joint sealing, erosion control, traffic control, stabilization, utility cover adjustments, as well as coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be “complex”, shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified “barricade company”).
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:

i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty-foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set taken for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

Contractor is to comply with all accepted industry standards for means, methods, and details of work to be performed, as well as with any specific requirements of the City of Midland.

Contractor is to comply with any specific order of construction as directed by the City of Midland, but is otherwise free to conduct the work in the order which the Contractor sees fit.

Contractor agrees to comply with any specific direction or requirement of the City of Midland for the construction of this project, but is otherwise free to perform the work in its own way.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __90__ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

1. GENERAL 1
2. MATERIALS 1
3. CONSTRUCTION METHODS 2

GENERAL *2*
CURB AND GUTTER *2*
DRIVEWAYS AND ALLEY RETURNS *3*
CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
SIDEWALKS *4*
CONCRETE RIP RAP *6*

4. BACKFILL AND CLEANUP 6

GENERAL *6*
CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS *6*
BACKFILL BEHIND CURBS AND ALONG SIDEWALKS *7*

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

Caliche 5

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance			Surface tolerance quality factor
0.0	to	1.0	1.0
1.1	to	1.5	0.9
1.6	to	2.5	0.8
over		2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

l5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

l5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

l5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6”) inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6” of the top of curb height. The top 6” of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test.
The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

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ADDENDUM #01
Project Number P25-17

TO ALL BIDDERS ON THE SUBJECT BID: Mockingbird Lane Phase I Paving And Drainage

ADDENDUM #01

DATE: May 8, 2026

1. Q/A and Clarification
2. Revised Bid Items
3. Non-Mandatory Pre-Bid Meeting Agenda
4. Non-Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert Inc.
Company Name

Bidder Authorized Signature

5-14-2026
Date

Skip Klement, Estimator
Please Print Above Name

325-653-1241
Phone

Mockingbird Lane Phase I Paving And Drainage
Project Number P25-17

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Bid Items section for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Bid Items section.

Clarification: All invoice submittals are to be itemized and are to match the Bid Items section listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: It was stated in the Pre-Bid Meeting that the meeting agenda incorrectly stated that the Addendum for this project would be distributed on Friday, we should have said the Monday afternoon after the Pre-Bid Meeting. This correction matches what was already stated on Pages 5 & 6 of the Project Manual.

Clarification: The Bid Items Section of the Project Manual has been revised. Bidders are directed to remove the original version of the Bid Items section in its entirety and replace it with the revised version of the Bid Items attached to this Addendum 01. Revised bid items include:

Paving Bid Items: 11

Question: Are the Type 3 Barricades should be End of Road Barricades or Dead-end Barricades?
Answer: Bid the line item as stated in the Bid Item section and the Construction Drawings.

Question: Watering for Seeding, Is there a percentage we got to change for a Project?
Answer: On Sheet C140 (Pg 6 of 11) of the construction drawing set, Erosion Control Notes D.x specifies the rate of watering that is to take place after placement of seeded erosion control mats.

Question: Please Clarify whether the Prime Coat is required on the dirt
Answer: Yes, Prime Coat will be placed on the subgrade.

Question: 6” Sidewalk?
Answer: The 6” was a typo, Bid Item 11 has been revised to indicate “4” Concrete Sidewalk”.

Question: Will the City handle the striping for this Project?
Answer: Yes, for this Project.

BID ITEMS

(See Proposal sheet for additional information.)

Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

Miscellaneous Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$	$
2)	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$	$
3)	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$	$
4)	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$	$
5)	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$	$
6)	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$	$
7)	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$	$
Total Miscellaneous Items 1 - 7		$				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$	$
2)	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$	$
3)	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$	$
4)	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P4	$	$
5)	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$	$
6)	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$	$
7)	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$	$
8)	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$	$
9)	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$	$
10)	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$	$
11)	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$	$
12)	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$	$
13)	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$	$
14)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$	$
15)	8” RipRap (D_{50}), furnished, installed, complete and in place.	3160	SY	P14	$	$
16)	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$	$
Total Paving Items 1 - 16		$				

Price For:	
1. Miscellaneous Items	$_____
2. Paving Items	$_____
Total Price	$_____

Mockingbird Lane Phase 1 Paving And Drainage
Non-Mandatory Pre-Bid Meeting Agenda
Project No. P25-17
May 06, 2026

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Carl Craigo – Public Works Officer
   - Gabe McClelland – Director Engineering Services
   - Bobby Wojciechowski – Assistant Director of Engineering
   - Josh Ferguson – Assistant City Engineer
   - Umasri Madala – Graduate Engineer
   - Alma McCammond – Assistant Utilities Director
   - Ever Pando-Sotelo – Water & Wastewater Operations Superintendent, Utility coordination
   - Taha Sakrani – City Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, Construction Management & Inspections
   - Clint Harmon – Inspector
   - Stephen Lamb – Franchise Utility Coordinator
   - Kirby Jones – Project Manager, document processing & payments
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Liz Sanchez – Buyer II, conduct bid process & bid opening

3. Project Overview and Scope
   - In general, this project involves extension of Mockingbird Lane as a 5-Lane Arterial Roadway from Fairgrounds Road to Purtis Creek Drive.
   - This project will include installation of Proposed paving, Sidewalk, Permanent stabilization and appurtenances including all necessary mobilization, Work, Site Safety, Erosion control measures, Traffic control stabilizations, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     purchasing@midlandtexas.gov

   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, May 8, 2026 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

     USPS Mailing Address:

City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St., Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Thursday, May 14 , 2026 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Comply with all OSHA and other applicable safety requirements and regulations at all times.
   - Construction staking is solely the responsibility of the Contractor.
   - Construction testing is solely the responsibility of the Contractor.
   - Contractor is responsible for all Erosion Control for this project.
     - The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days before ground is disturbed for small sites or 7 days before ground is disturbed for large sites.

        - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
        - Contractor is required to remove all temporary BMPs placed at the end of the project. This is considered subsidiary to the overall project.
    - Contractor is responsible for all Traffic Control for this project.
        - Contractor is responsible for coordinating with the City and their barricade company during this project, as well as TxDOT if needed.
        - Contractor is responsible for maintaining access to all adjacent properties during this project.
            - Contractor is responsible for notifying affected property owners at least two (2) business days in advance of any planned access interruptions.
            - Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring at an otherwise blocked point of access so long as this does not conflict with the approved traffic control plan.
        - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
    - Contractor is responsible for maintaining service to adjacent lots during this project.
        - Contractor mist notify affected properties at least two (2) business days prior to any planned service interruption.
    - Material stored on the project site must be properly stored and protected from damage and weathering.
    - There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
    - Contractor is remined that this project is located in an urban environment. Structures, trees, and overhead lines are common, and contractor is to provide proper equipment to complete all work required for this project in an urban environment.
    - Contractor is Reminded that Permanent stabilization will consists of Seeded Erosion Control Mats for this Projects.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to:

purchasing@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

P25-17

Mockingbird Lane Phase I Paving And Drainage

Date: 05-06-2026 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
✓	Jesse Ramirez	Reece Albert, inc.	432-570-0481		jesser@reecealbertinc.com
	Cody Chitty	Jones Bros	432-345-7603		c.chitty@jonesdp.com
	Mirna Granados	City of Midland	[redacted]		Mgranados@midlandtexas.gov

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ADDENDUM #02
Project Number P25-17

TO ALL BIDDERS ON THE SUBJECT BID: Mockingbird Lane Phase I Paving And Drainage

ADDENDUM #02

DATE: May 12, 2026

1. Q/A and Clarification
2. Revised Bid Items

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

5-14-2026
Date

Skip Klement, Estimator
Please Print Above Name

325-653-1241
Phone

Mockingbird Lane Phase I Paving And Drainage
Project Number P25-17

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All information provided in Addendum 01 for this project remains in effect unless specifically addressed in this Addendum 02.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The Bid Items Section of the Project Manual has been revised. Bidders are directed to remove all previous versions of the Bid Items section in their entirety and replace them with the revised version of the Bid Items attached to this Addendum 02. Revised bid items in this Addendum 02 include:

Paving Bid Items: 4, 15

Question: The plans show 3,160 SF of 8" rock riprap. The proposal shows 3,160 SY. It should probably be SF.

Answer: The Paving Bid Item 15, 8" RipRap quantity has been corrected to list 352 square yards instead of the previously listed 3160 square yards.

Question: Is the 4" of Type B hot mix under (and 6" behind) the curb and gutter subsidiary? The 8" Type B hot mix has the same quantity as the 2" surface mix.

Answer: The Paving Bid Item 4, 8" Type B HMAC Asphalt Pavement Surface Course quantity has been increased to 7719 square yards to account for material to be placed beneath curb and 6" beyond the back-of-curb as per the construction drawing set.

BID ITEMS

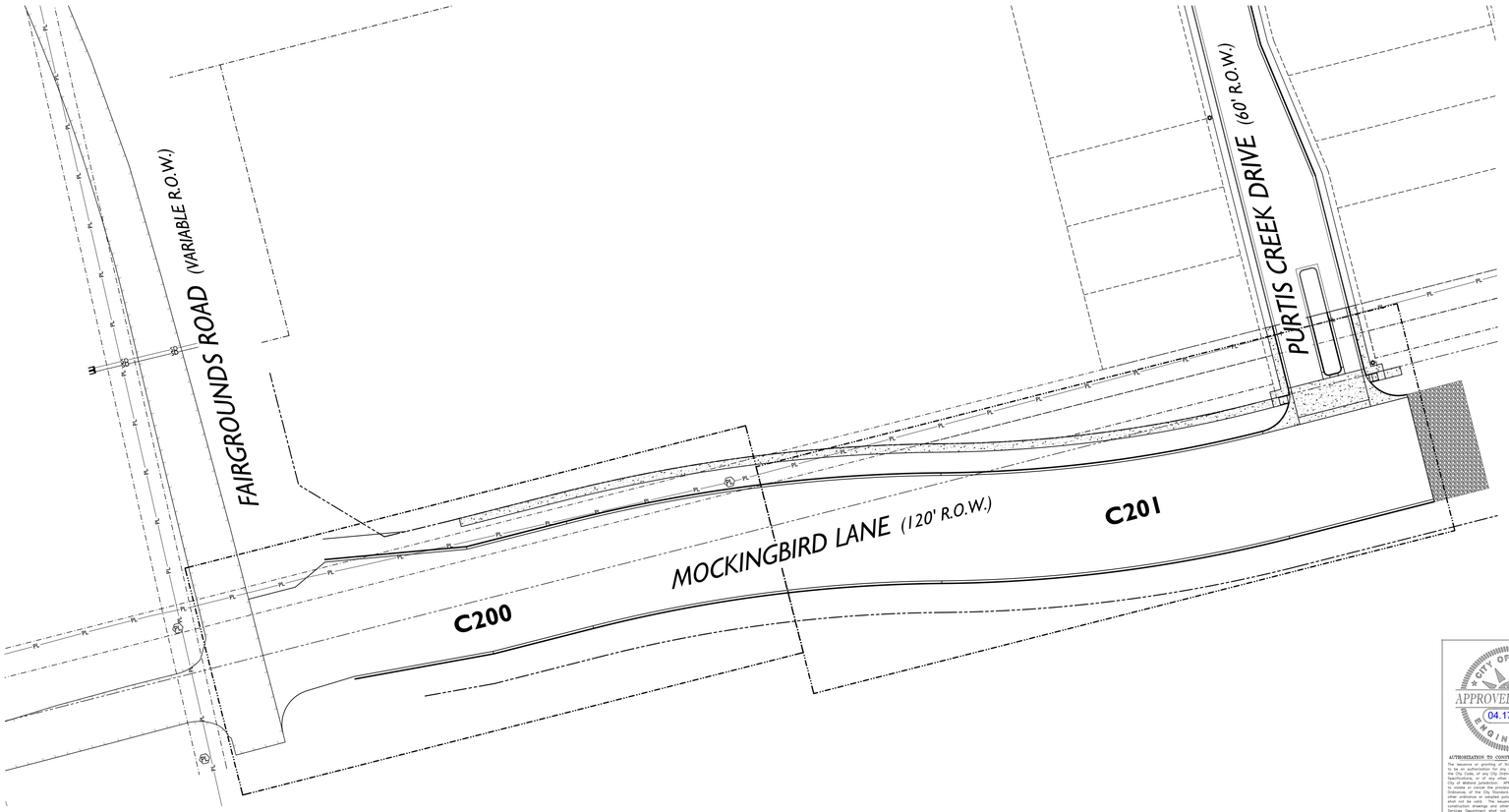
(See Proposal sheet for additional information.)

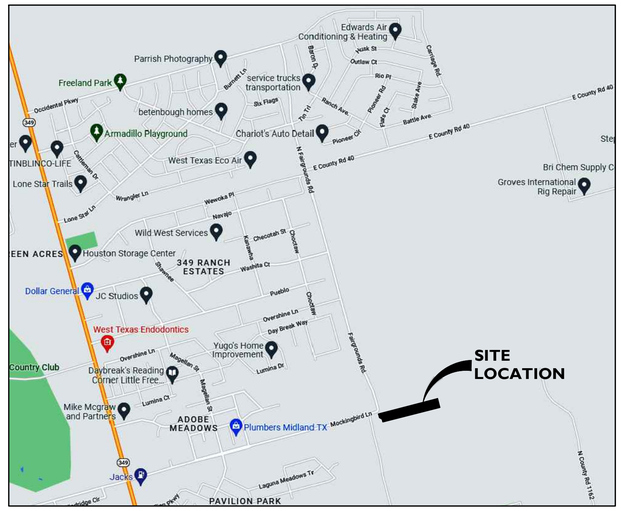
Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

Miscellaneous Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$_____	$_____
2)	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$_____	$_____
3)	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$_____	$_____
4)	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$_____	$_____
5)	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$_____	$_____
6)	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$_____	$_____
7)	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$_____	$_____
Total Miscellaneous Items 1 - 7		$_____				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$_____	$_____
2)	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$_____	$_____
3)	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$_____	$_____
4)	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$_____	$_____
5)	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$_____	$_____
6)	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$_____	$_____
7)	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$_____	$_____
8)	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$_____	$_____
9)	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$_____	$_____
10)	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$_____	$_____
11)	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$_____	$_____
12)	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$_____	$_____
13)	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$_____	$_____
14)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$_____	$_____
15)	8” RipRap (D_{50}), furnished, installed, complete and in place.	352	SY	P14	$_____	$_____
16)	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$_____	$_____
Total Paving Items 1 - 16		$_____				

Price For:	
1. Miscellaneous Items	$
2. Paving Items	$
Total Price	$





VICINITY MAP
N.T.S.

APPROVED AS NOTED
04.17.2026
ENGINEERING
CITY OF MIDLAND

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the submitted plans, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the submitted plans when found to be in violation of this code. Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

MAYOR

LORI BLONG

COUNCIL MEMEBERS

BRIAN STUBBS	**DISTRICT 1**
JOHN NORMAN	**DISTRICT 2**
JACK LADD	**DISTRICT 3**
AMY STRETCHER BURKES	**DISTRICT 4**
ROBIN POOLE	**AT LARGE**
JOHN BURKHOLDER	**AT LARGE**

CITY MANAGER
TOMMY GONZALEZ

ENGINEERING SERVICE DIRECTOR
GABE McCLELLAND
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST.,
MIDLAND, TX 79702

MIDLAND
Engineering Services

MOCKINGBIRD LANE PHASE 1
PAVING AND DRAINAGE CONSTRUCTION PLANS
PROJECT NUMBER: P25-17

BENCHMARK:

SURVEY PERFORMED BY MAVERICK ENGINEERING. CONTACT MAVERICK ENGINEERING. PRIOR TO CONSTRUCTION TO SET UP A PROJECT BENCHMARK OR CONTROL STAKING 432-262-0999

ENGINEER

ANDREW L. MELLEN P.E.
MAVERICK ENGINEERING
1300 WEST ILLINOIS AVENUE,
MIDLAND, TX 79701
TELEPHONE: (432) 262-0999

ENGINEER'S NOTES

1. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS THE APPROVAL BLOCK HAS BEEN SIGNED BY THE APPROPRIATE AGENCIES. ALL WORK IS TO CONFORM TO THE CURRENT STANDARD SPECIFICATIONS, DETAILS AND SUPPLEMENTAL INFORMATION OF SAID AGENCY.
2. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND IS TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES IN THE AREA.
3. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE. SUCH A GUARANTEE IS NOT POSSIBLE DUE TO THE VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES, AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
4. PRIOR TO BIDDING THE WORK, THE CONTRACTOR IS TO THOROUGHLY INVESTIGATE THE ACTUAL CONDITIONS OF THE SITE AND EARTHWORK QUANTITIES, IF ANY. NO CLAIM IS TO BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY IN EARTHWORK QUANTITIES, ACTUAL OR RELATIVE.
5. MAVERICK ENGINEERING MAKES NO REPRESENTATION AS TO THE PRESENCE OF ROCK WITHIN EXCAVATION AREAS. ANY EXCAVATION IS TO BE CONSIDERED UNCLASSIFIED EXCAVATION, AND THE PRESENCE OF ROCK IS ONE OF THE EXISTING CONDITIONS THE CONTRACTOR IS EXPECTED TO FULLY INVESTIGATE PRIOR TO BIDDING THE WORK. NO CLAIM WILL BE MADE AGAINST MAVERICK ENGINEERING OR THE OWNER BASED ON MATERIALS ENCOUNTERED.
6. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS / PROGRAMS UTILIZED IN CONNECTION WITH THE WORK. THE ENGINEER IS NOT RESPONSIBLE IF THE CONTRACTOR FAILS TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. OWNER/CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF MAVERICK ENGINEERING, BEFORE CONSTRUCTION STARTS. MAVERICK ENGINEERING WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL & VERTICAL CONDITIONS, MAVERICK ENGINEERING WILL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS AND/OR MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY MAVERICK ENGINEERING.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
9. AN APPROVED GRADING AND DRAINAGE PLAN IS TO BE MAINTAINED ON SITE AT ALL TIMES. THIS IS TO BE MADE AVAILABLE TO INSPECTORS UPON REQUEST.
10. MAVERICK DOES NOT PROVIDE BUILDING FOUNDATION DESIGNS. REFER TO STRUCTURAL PLANS AND / OR GEOTECHNICAL REPORT FOR MATERIAL AND COMPACTION REQUIREMENTS UNDERNEATH BUILDING SLABS / STRUCTURAL FOUNDATIONS. MAKE NOTE IF SAID PLANS CALL FOR ADDITIONAL MATERIALS OR COMPACTION OR SIDEWALK IMMEDIATELY ADJACENT TO THE STRUCTURE / FOUNDATION.

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MAVERICK
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Tel: (432) 262-0999 Fax: (432) 262-0989
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

REVISIONS | BY | APPR. | DATE

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

811 Know what's below. Call before you dig.

COVER SHEET

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C100 OF 11

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P:\2021\210122\BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C100 COVER SHEET.DWG

SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	8" TYPE B HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	BITUMINOUS PRIME COAT (MC-30)	BITUMINOUS TACK COAT (MC-30)	TYPE A CONCRETE CURB & GUTTER	6" CONCRETE VALLEY GUTTER	6" CONCRETE FILLET	ADA CURB RAMP	4" CONCRETE SIDEWALK	ADJUST EXISTING MANHOLE	ADJUST EXISTING WATER VALVES	TYPE 3 BARRICADE	EARTHWORK IMPORT MATERIAL	RIPRAP D_{50} = 8"
UNIT	SY	TON	SY	GAL	GAL	LF	SY	SY	SY	SY	EA	EA	LF	CY	SF
DEPTH	6" TYP.	2"	8"	–	–	6"	–	–	4"	4"	–	–	–	–	12"
RATE	–	220 LBS/SY	–	0.20 GAL/SY	0.10 GAL/SY	–	–	–	–	–	–	–	–	–	–
SHEET C200	3,330	350	3,180	636	318	630	–	–	–	150	2	–	–		–
SHEET C201	4,598	447	4,064	813	406	1,079	156	49	–	330	–	4	75		3,160
TOTALS:	7,928	797	7,244	1,449	725	1,709	156	49		481	2	4	75	26,125	3,160

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F:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE I\210122 C110 QUANTITIES.DWG

MAVERICK
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ENGINEER FIRM #: F-15089
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REVISIONS	BY	APPR.	DATE
-	-	-	-

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

811 Know what's below. Call before you dig.

QUANTITIES

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

CITY OF MIDLAND APPROVED 04.17.2026 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL shall not prevent construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of construction drawings and other data submitted to the Engineering Services Department when contrary to the provisions of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C110 OF 11

GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT MOCKINGBIRD LANE, LENGTH PER PLANS. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
3. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
5. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
6. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
7. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
8. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
9. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
11. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
12. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
13. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. CONTRACTOR IS O TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.
3. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN EXCAVATIONS. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
18. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
19. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
20. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
21. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

CITY OF MIDLAND APPROVED ENGINEERING 04.17.2026

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void. The Engineering Services Department shall not approve construction drawings and other data submitted by the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance of use of infrastructure that is not constructed in accordance with the Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

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GENERAL NOTES

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C120 OF 11

P:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C120 GENERAL NOTES.DWG

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GENERAL NOTES

CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALKS IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
8. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C130.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C130.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 79'.
24. LAY-DOWN OPERATIONS:
    - 24.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
    - 24.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
25. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
26. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
27. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

CITY OF MIDLAND, TEXAS
APPROVED
04.17.2026
ENGINEERING
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
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2	.	.	.

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

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GENERAL NOTES

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C121 OF 11

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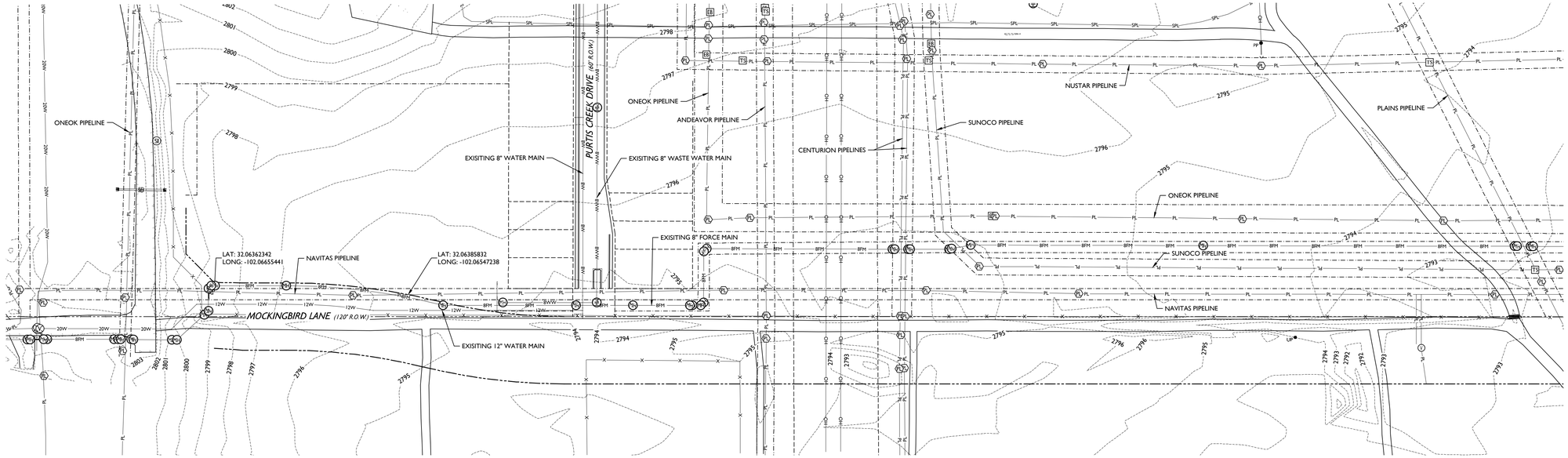
LEGEND

	DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #1019-4514"
	DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
	DENOTES POINT OF CURVATURE/INTERSECTION
	DENOTES MAG NAIL FOUND
PP	DENOTES EXISTING POWER POLE
	DENOTES EXISTING GUY ANCHOR
UP	DENOTES EXISTING UTILITY POLE
SI	DENOTES EXISTING SIGN
	DENOTES EXISTING VALVE STUB
	DENOTES EXISTING BATTERY VALVE
	DENOTES EXISTING PIPELINE FLAG
PL	DENOTES EXISTING PIPELINE MARKER
TS	DENOTES EXISTING PIPELINE TEST STATION
EB	DENOTES EXISTING ELECTRIC BOX
	DENOTES EXISTING OIL WELL (PRODUCING)
	DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
	DENOTES EXISTING REFLECTOR
	DENOTES BOUNDARY LINE
	DENOTES ADJACENT PROPERTY LINE
	DENOTES SECTION LINE
	DENOTES EASEMENT LINE
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING UNDERGROUND PIPELINE
SPL	DENOTES EXISTING SURFACE PIPELINE
G	DENOTES EXISTING ATMOS GAS LINE
8WW	DENOTES EXISTING 8" WASTE WATER LINE
12W	DENOTES EXISTING 12" WATER LINE
8W	DENOTES EXISTING 8" WATER LINE
8FM	DENOTES EXISTING 8" FORCE MAIN LINE

0' 100' 200' 300'

SCALE 1" = 100'



CITY OF MIDLAND
APPROVED
04.17.2026
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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EXISTING SITE TOPOGRAPHY

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C130 OF 11

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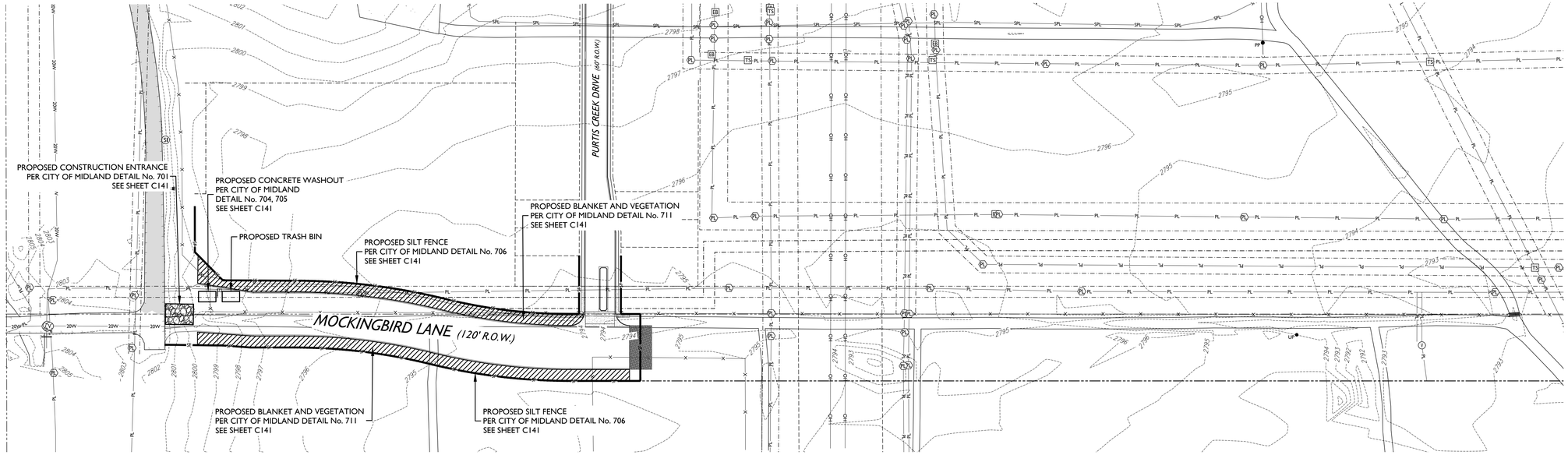


GENERAL NOTES:

1). IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF THE COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR SHALL FILE NOTICE OF INTENT (NOI) TO BE COVERED BY TDPES CONSTRUCTION GENERAL PERMIT, TXR 150000.

2). THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3). THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.

4). THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.

5). STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

6). AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED AND MADE PART OF THE PLAN.

7). ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.

8). THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROL EQUIPMENT WASHING.

9). THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10). AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11). THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF TWO INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

12). CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND AND PRIVATE LAND OWNER FOR THE STAGING AREA LOCATION AND DIMENSIONS. AFTER COMPLETION OF PROJECT CONTRACTOR TO RESTORE STAGING AREA TO ITS ORIGINAL OR BETTER CONDITIONS.

BMP CONSTRUCTION NOTES:

1. GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY PROJECT CONSTRUCTION ACTIVITY.

2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

3. LOCATED CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE TRENCHES.

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.

B. EROSION CONTROL MEASURES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED BY CONTRACTOR IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

D. VEGETATION SEEDING AND WATERING:

i. THIS REFERS TO ALL PORTIONS OF PROJECT AREA DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.

ii. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.

iii. REMOVE TOP SIX INCH (6") LAYER OF VEGETATION AND TOPSOIL EVENLY FOR ENTIRE DISTURBED AREA AND SET ASIDE DURING CONSTRUCTION.

iv. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.

v. ~~DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.~~

vi. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.

vii. ~~IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.~~

viii. ~~USE SEPARATE BOXES ON DRILL TO APPLY FERTILIZER TO SEED.~~

ix. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.

x. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.

xi. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:

a) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS. P.L.S. / ACRE
RYGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

b) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS. P.L.S. / ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

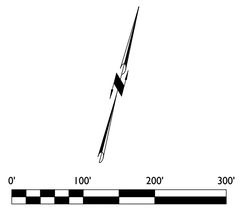
c) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.

d) DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

E. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10119-4514"
- DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING VALVE STUB
- DENOTES EXISTING BATTERY VALVE
- DENOTES EXISTING PIPELINE FLAG
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING PIPELINE TEST STATION
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING OIL WELL (PRODUCING)
- DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
- DENOTES EXISTING REFLECTOR
- DENOTES BOUNDARY LINE
- DENOTES ADJACENT PROPERTY LINE
- DENOTES SECTION LINE
- DENOTES EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING UNDERGROUND PIPELINE
- DENOTES EXISTING SURFACE PIPELINE
- DENOTES EXISTING ATMOS GAS LINE
- DENOTES EXISTING 8" WASTE WATER LINE
- DENOTES EXISTING 12" WATER LINE
- DENOTES EXISTING 8" WATER LINE
- DENOTES EXISTING 8" FORCE MAIN LINE



CITY OF MIDLAND
APPROVED AS NOTED
ENGINEERING
(04.17.2026)
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any section of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. The issuance of this APPROVAL shall not prevent the City from thereafter requiring the correction of errors in the construction drawings and other data submitted to the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services shall have the authority to deny the connection of any infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1300 West Illinois Avenue, Midland, TX 79701
Tel: (432) 262-0099 Fax: (432) 262-0989
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194452
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REVISIONS	BY	APPR.	DATE
1	.	.	.

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

811 Know what's below. Call before you dig.

EROSION CONTROL PLAN

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C140 OF 11

F:\2021\210122-BETENBOUGH-IBANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE I\210122 C140 EROSION CONTROL PLAN.DWG

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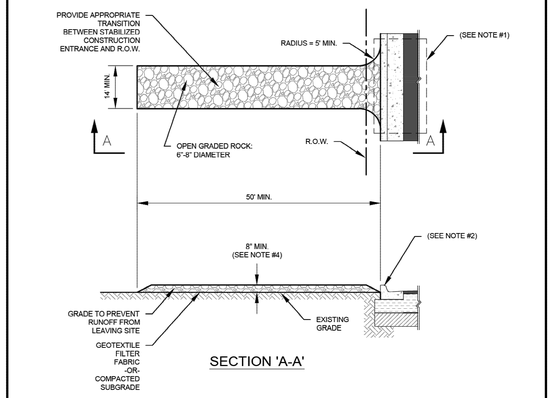
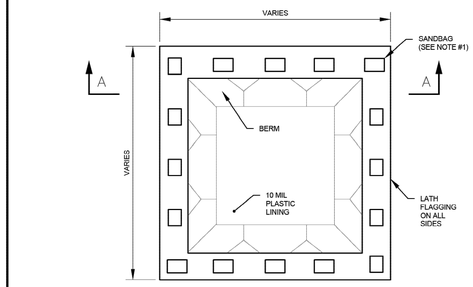


SECTION 'A-A'

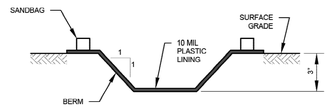
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701



DEPRESSED WASHOUT

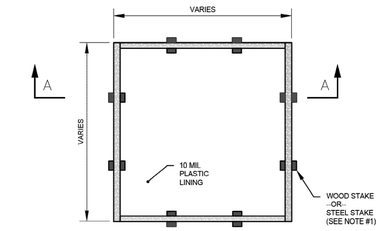


SECTION 'A-A'

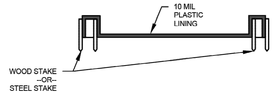
NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CONCRETE WASHOUT OPTION 1		704



ELEVATED WASHOUT

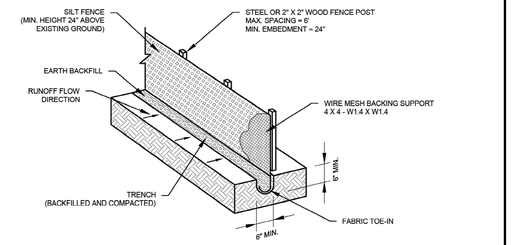


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

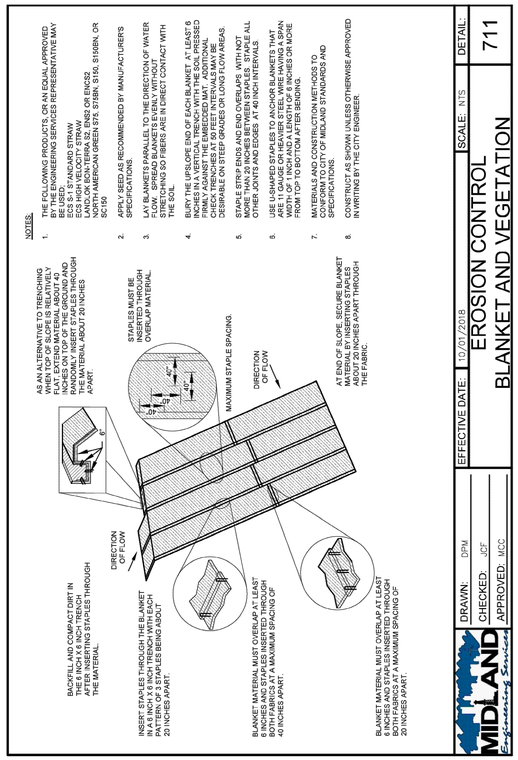
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CONCRETE WASHOUT OPTION 2		705



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	SILT FENCE		706



NOTES:

1. USE FOLLOWING EROSION CONTROL BLANKET, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED:
   - EC3 STANDARD STRAW
   - EC3 HIGH VELOCITY STRAW
   - LANDLOK BONTERRA S2, BYNET OR BYDOS
   - AMERICAN EXCELSIOR COMPANY, SSS, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. OVERLAP ADJACENT BLANKETS 4 INCHES, WITH SEED STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET A T LEAST 6 INCHES IN A VERTICAL TRENCH. BACKFILL AND COMPACT FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE NECESSARY ON LONG SLOPES OR IN CONCENTRATED FLOW AREAS.
5. STAPLES STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 6 INCHES OR MORE IN WIDTH. USE STAPLES THAT ARE AT LEAST 6 INCHES LONG AND HAVE A CROSS SECTION WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	EROSION CONTROL BLANKET AND VEGETATION		711
APPROVED: MCC			
MIDLAND Engineering Services			

CITY OF MIDLAND APPROVED ENGINEERING (04.17.2026)

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the Midland City Code, Midland Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the Midland City Code, or other Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The approval of any plan or construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of construction which violates the provisions of the Midland City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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ENGINEER FIRM #: F-1 5089
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

	DATE	APPR.	BY
REVISIONS	.	.	.
Δ	.		

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

811 Know what's below. Call before you dig.

EROSION CONTROL DETAILS

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 12/15/2025

SHEET C141 OF 11

P:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE I\210122 C141 EROSION CONTROL DETAILS.DWG

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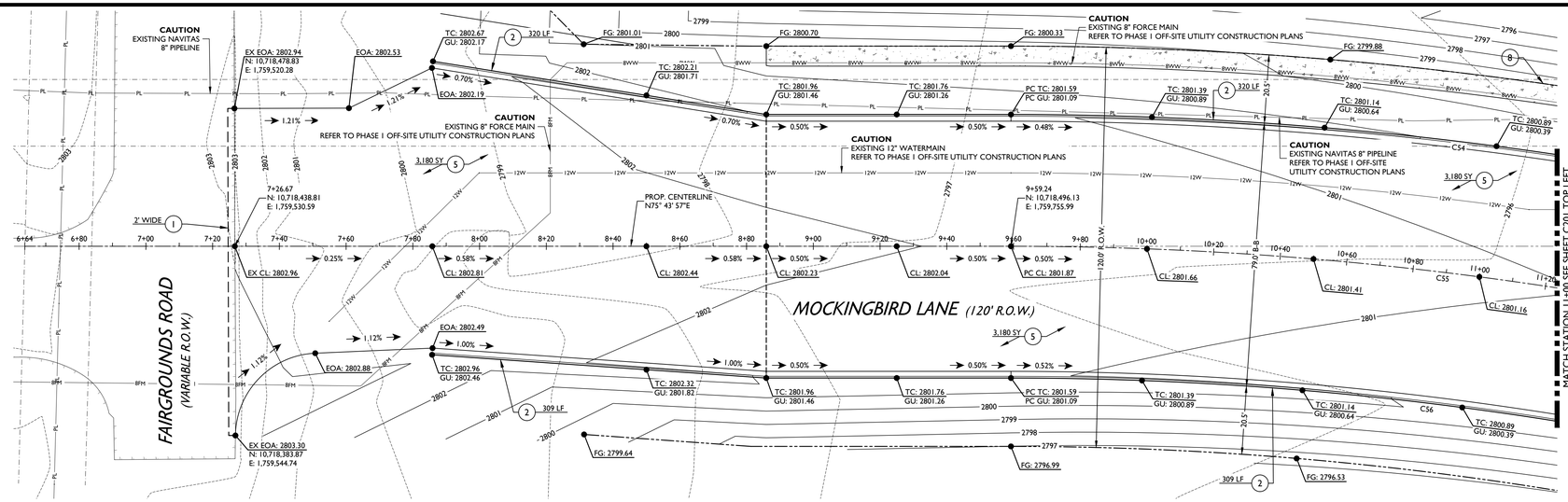

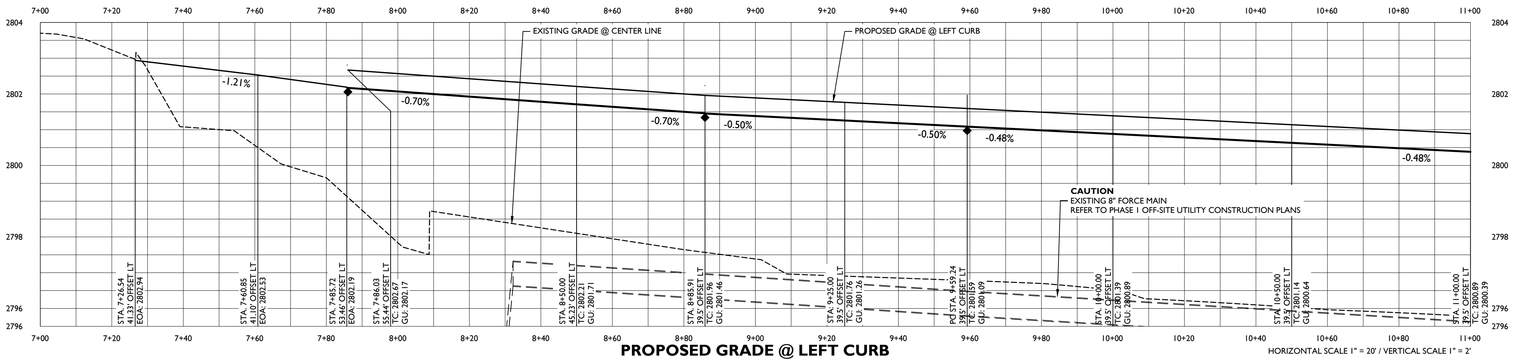

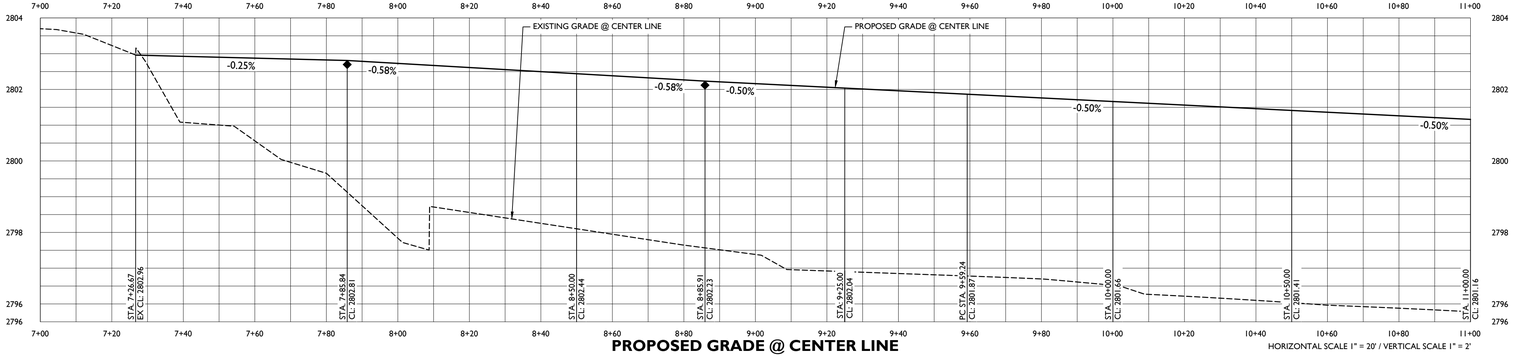

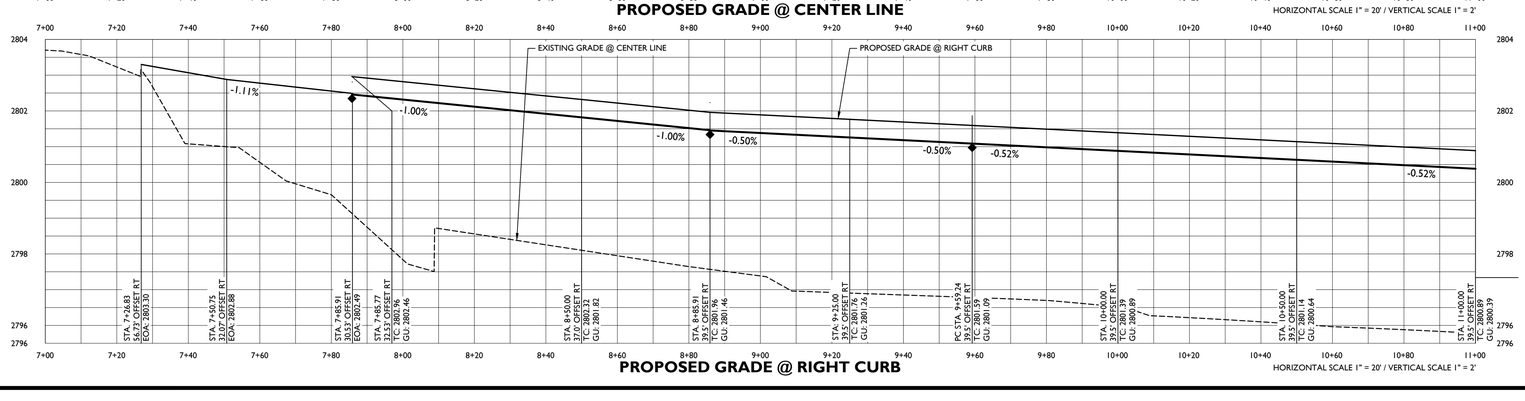

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

◉	DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #1019-4514"
◎	DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
○	DENOTES POINT OF CURVATURE/INTERSECTION
⊗	DENOTES MAG NAIL FOUND
PP	DENOTES EXISTING POWER POLE
?	DENOTES EXISTING GUY ANCHOR
UP	DENOTES EXISTING UTILITY POLE
S	DENOTES EXISTING SIGN
✪	DENOTES EXISTING VALVE STUB
V	DENOTES EXISTING BATTERY VALVE
F	DENOTES EXISTING PIPELINE FLAG
PM	DENOTES EXISTING PIPELINE MARKER
TS	DENOTES EXISTING PIPELINE TEST STATION
EB	DENOTES EXISTING ELECTRIC BOX
●	DENOTES EXISTING OIL WELL (PRODUCING)
◉	DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
⊛	DENOTES EXISTING REFLECTOR
——·——·——	DENOTES BOUNDARY LINE
- - - - - -	DENOTES ADJACENT PROPERTY LINE
——·——·——	DENOTES SECTION LINE
——··——	DENOTES EASEMENT LINE
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING UNDERGROUND PIPELINE
SPL	DENOTES EXISTING SURFACE PIPELINE
G	DENOTES EXISTING ATMOS GAS LINE
EX EOA	DENOTES EXISTING EDGE OF ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
EOA	DENOTES EDGE OF ASPHALT GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

GENERAL NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ALL EMBANKMENT MATERIAL IS TO BE PLACED IN 6.0" THICK COMPACTED LIFTS.

OFF-SITE PAVING CONSTRUCTION NOTES:

TYP. (1.) CONTRACTOR TO DETERMINE AND VERIFY EXACT LOCATION IN FIELD OF CLEAN SAWCUT LINE AND REMOVE UP TO A MAXIMUM OF TWO (2) FEET OF EXISTING ASPHALT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING ASPHALT. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS.

2. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C300.
3. CONSTRUCT STANDARD FILLETS AND VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
4. CONSTRUCT 27' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
5. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C300.
6. CONTRACTOR TO ADJUST MANHOLE FRAME AND COVER, WATER VALVE BOX AND COVER TO FINAL GRADE.
7. INSTALL TYPE 3 BARRICADE PER TxDOT DETAIL No. BC(10)-14 SEE SHEET C301.
8. CONSTRUCT 6' SIDEWALK PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS, SIDEWALK TO BE BUILT PER COMMERCIAL PROPERTY PERMIT.
9. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 231 SEE SHEET C301.

CITY OF MIDLAND
APPROVED
04.17.2026
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C54	1118.00'	269.31'	268.66'	S 82° 38' 00" W	13°48'07"
C55	1078.50'	259.80'	259.17'	S 82° 38' 00" W	13°48'07"
C56	1039.00'	250.28'	249.68'	S 82° 38' 00" W	13°48'07"

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ENGINEER FIRM #: F-1 5089
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

BY	APPR.	DATE	REVISIONS

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

Know what's below. Call before you dig.

MOCKINGBIRD LANE P&P

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET **C200** OF 11

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F:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWING\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE I\210122 C200 MOCKINGBIRD P&P.DWG

SEE MOCKINGBIRD RIDGE, SECTION 1
PAVING AND DRAINAGE CONSTRUCTION PLANS

MATCH STATION 11+00 SEE SHEET C200 TOP RIGHT

CAUTION
EXISTING 8" FORCE MAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CAUTION
EXISTING NAVITAS 8" PIPELINE
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CAUTION
EXISTING 8" WASTEWATER MAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CAUTION
EXISTING 12" WATERMAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CONTRACTOR TO GRADE DOWN @ 4:1 MAX SLOPE

COMMON AREA A

PURTIS CREEK DRIVE (60' R.O.W.)

MOCKINGBIRD LANE (120' R.O.W.)

PROP. CENTERLINE
N75° 43' 57"E

12+19.04
N: 10,718,529.36
E: 1,760,013.03

14+59.81
N: 10,718,560.15
E: 1,760,251.23

15+05.14
N: 10,718,571.33
E: 1,760,295.17

15+65.81
N: 10,718,586.28
E: 1,760,353.96

±3,160 S.F.
INSTALL LOOSE RIP-RAP (BULL ROCK) OR APPROVED EQUAL, D50 = 8" (IN). AREA OF RIP-RAP PER PLAN. CONTRACTOR TO EXCAVATE 1' MINIMUM, INSTALL "DEWITT PRO 5" WEED BARRIER FABRIC OR APPROVED EQUAL, AND BACKFILL WITH SAID RIP-RAP SO THAT TOP OF RIP-RAP IS EVEN WITH PROPOSED GRADE.

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING VALVE STUB
- DENOTES EXISTING BATTERY VALVE
- DENOTES EXISTING PIPELINE FLAG
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING PIPELINE TEST STATION
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING OIL WELL (PRODUCING)
- DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
- DENOTES EXISTING REFLECTOR
- DENOTES BOUNDARY LINE
- DENOTES ADJACENT PROPERTY LINE
- DENOTES SECTION LINE
- DENOTES EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING UNDERGROUND PIPELINE
- DENOTES EXISTING SURFACE PIPELINE
- DENOTES EXISTING ATMOS GAS LINE
- EX EOA DENOTES EXISTING EDGE OF ASPHALT GRADE
- EX GR DENOTES EXISTING GRADE
- TC DENOTES TOP OF CURB GRADE
- GU DENOTES GUTTER GRADE
- CL DENOTES CENTER LINE GRADE
- EOA DENOTES EDGE OF ASPHALT GRADE
- PC DENOTES POINT OF CURVATURE
- PT DENOTES POINT OF TANGENCY

PROPOSED GRADE @ LEFT CURB

PROPOSED GRADE @ LEFT CURB
EXISTING GRADE @ CENTER LINE
-0.48% -0.48% -0.52% -0.52% -0.52% -0.25%
STA. 14+86.81 42.5' OFFSET LT GU: 2798.52
STA. 15+30.35 42.5' OFFSET LT GU: 2798.39

CAUTION
EXISTING 12" WATER MAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

PROPOSED GRADE @ CENTER LINE

PROPOSED GRADE @ CENTER LINE
EXISTING GRADE @ CENTER LINE
-0.50% -0.50% -0.50% -0.25% -0.25%

PROPOSED GRADE @ RIGHT CURB

PROPOSED GRADE @ RIGHT CURB
EXISTING GRADE @ CENTER LINE
-0.52% -0.52% -0.48% -0.48% -0.48% -0.25% -0.25%

HORIZONTAL SCALE 1" = 20' / VERTICAL SCALE 1" = 2'

GENERAL NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ALL EMBANKMENT MATERIAL IS TO BE PLACED IN 6.0" THICK COMPACTED LIFTS.

OFF-SITE PAVING CONSTRUCTION NOTES:

TYP. (1.) CONTRACTOR TO DETERMINE AND VERIFY EXACT LOCATION IN FIELD OF CLEAN SAWCUT LINE AND REMOVE UP TO A MAXIMUM OF TWO (2) FEET OF EXISTING ASPHALT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING ASPHALT. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS.

2. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C300.
3. CONSTRUCT STANDARD FILLETS AND VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
4. CONSTRUCT 27' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
5. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C300.
6. CONTRACTOR TO ADJUST MANHOLE FRAME AND COVER, WATER VALVE BOX AND COVER TO FINAL GRADE.
7. INSTALL TYPE 3 BARRICADE PER TxDOT DETAIL No. BC(10)-14 SEE SHEET C301.
8. CONSTRUCT 6' SIDEWALK PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS. SIDEWALK TO BE BUILT PER COMMERCIAL PROPERTY PERMIT.
9. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 231 SEE SHEET C301.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	3.00'	4.70'	4.23'	N 30° 43' 46" E	89°41'53"
C51	3.00'	4.73'	4.25'	S 59° 16' 14" E	90°18'07"
C52	25.00'	39.33'	35.40'	S 59° 11' 37" E	90°08'53"
C53	25.00'	39.21'	35.31'	N 30° 48' 23" E	89°51'07"
C54	1118.00'	269.31'	268.66'	S 82° 38' 00" W	13°48'07"
C55	1078.50'	259.80'	259.17'	S 82° 38' 00" W	13°48'07"
C56	1039.00'	250.28'	249.68'	S 82° 38' 00" W	13°48'07"
C57	960.00'	231.25'	230.70'	N 82° 38' 00" E	13°48'07"
C58	999.50'	240.77'	240.19'	N 82° 38' 00" E	13°48'07"
C59	1039.00'	250.28'	249.68'	N 82° 38' 00" E	13°48'07"

CITY OF MIDLAND
APPROVED
04.17.2026
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL shall not prevent the City to initiate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. This APPROVAL shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the City of Midland Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services is authorized to refuse to accept all or part of any infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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BY	APPR.	DATE	REVISIONS
.	.	.	.

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

Know what's below. Call before you dig.

MOCKINGBIRD LANE P&P

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C201 OF 11

P:\2021\210122\BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C201 MOCKINGBIRD P&P.DWG

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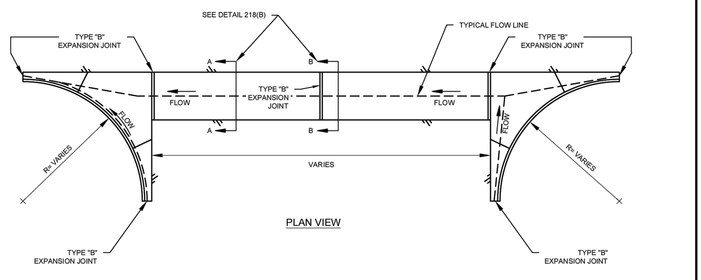
F:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C300 PAVING DETAILS.DWG

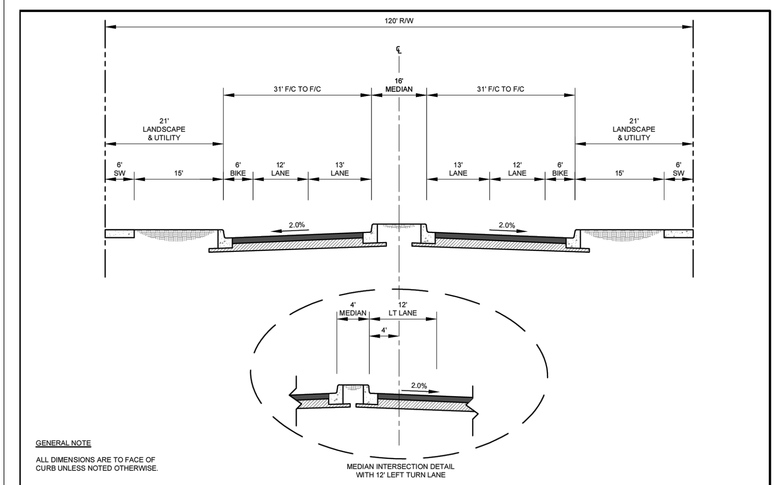


PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

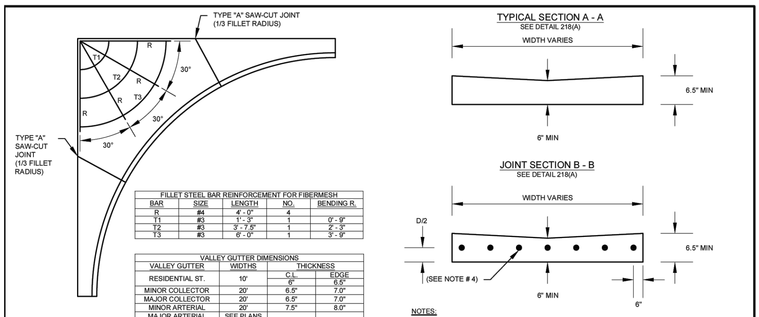
DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 218(A)
	FILLET AND VALLEY GUTTER		



GENERAL NOTE

ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: T02
	ROADWAY CROSS SECTION MINOR ARTERIAL		



FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7 5/8"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

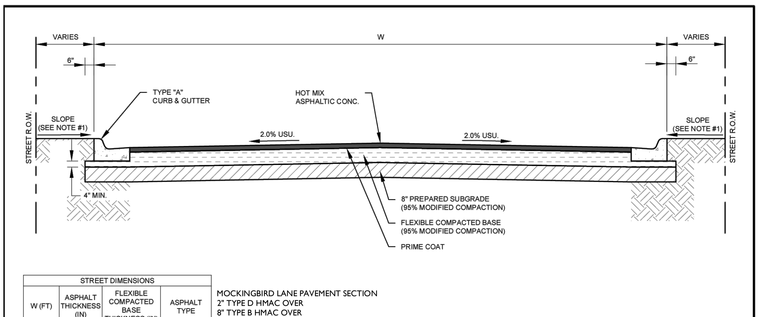
VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
RESIDENTIAL ST.	10'	C.L. 6"	EDGE 6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	218.76	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.08	52.67	70.69
50	52	580.28	64.48	78.54

NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 218(B)
	FILLET AND VALLEY GUTTER		



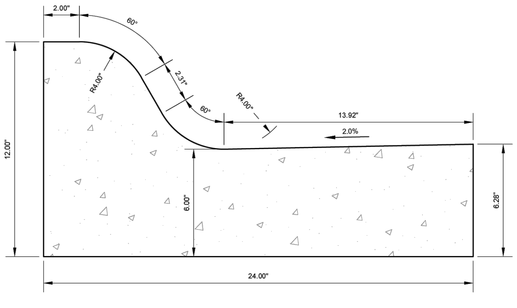
STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	
77	2D & 3C	12	TYPE "D" OVER TYPE "C"
79	2D & 3C	12	
113	2D & 3C	12	
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.			
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.			

MOCKINGBIRD LANE PAVEMENT SECTION
2" TYPE D HMAC OVER
8" TYPE B HMAC OVER
6" PREPARED SUBGRADE

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 8".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL: 201
	STANDARD STREET CROWN CROSS SECTION		



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 205
	TYPE A STANDARD CURB AND GUTTER		



SHEET C300 OF 11



PAVING DETAILS

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Know what's below. Call before you dig. 811

DRAWN BY:	CRT
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	12/29/2025
JOB:	210122

Δ	REVISIONS	BY	APPR.	DATE
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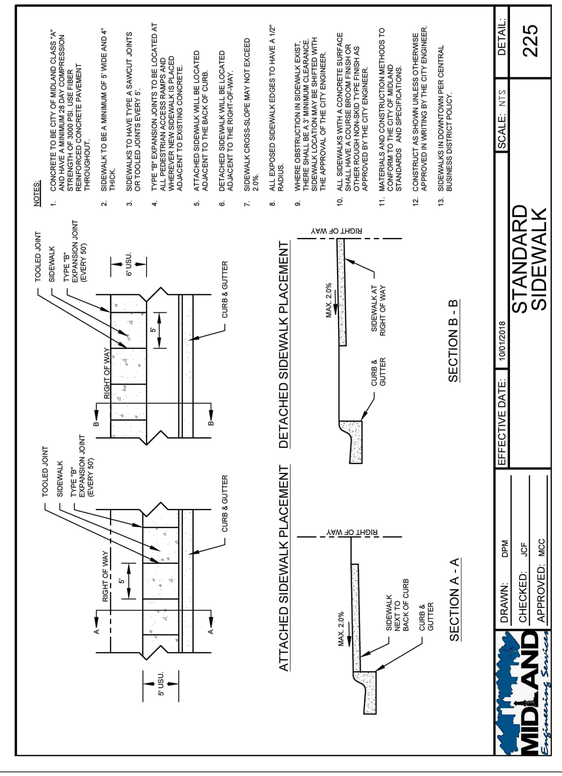


NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 6'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL CURB RETURNS, ACCESS RAMPS, AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT OF WAY LINE.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. PROPOSED ALTERNATIVE MUST BE REVIEWED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR EQUIVALENT TEXTURE. ALTERNATIVE MUST BE APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

DRAWN: DPM	EFFECTIVE DATE: 10/07/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD SIDEWALK		225
APPROVED: MCC			

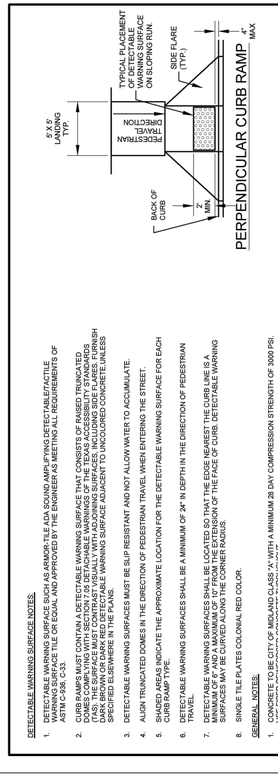
DETECTABLE WARNING SURFACE NOTES:

1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES AND HAVE A CONTRASTING COLOR FROM ADJOINING SURFACES (TRUNCATED DOMES IN THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH AND INSTALL DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 8" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DETECTABLE WARNING SURFACE		233
APPROVED: MCC			



CURB RAMP NOTES:

1. ADJUST RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. SLOPE IN ANY DIRECTION WHERE OBSTRUCTIONS EXIST. SLOPE IN NO DIRECTION WHERE OBSTRUCTIONS EXIST. LIMITS FOR 1.5% ALONG MINIMUM CLEARANCE IN WIDTH AND LENGTH.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHICH IS CONTAINED WITHIN THE CROSSWALK AND OUTSIDE OF THE VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP IS 2.0%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, FOR EXAMPLE, WHERE PERIMETER CURBS ARE USED TO PREVENT PEDESTRIAN CROSSING BECAUSE OF HAZARDOUS VEHICULAR AREAS OR OBSTRUCTED SIDES. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, AND TECHNICAL SPECIFICATIONS CAN BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) ADMINISTERED BY TDLR.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH PROBABLE CROSSWALKS OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR EQUIVALENT NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES FOR RESIDENTIAL STREETS AND COMMERCIAL SITES. BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



TYPE 10
DIRECTIONAL RAMP WITHIN RADIUS

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DIRECTIONAL RAMP WITHIN RADIUS		231
APPROVED: MCC			

Δ	REVISIONS	BY	APPR.	DATE

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1300 West Illinois Avenue, Midland, TX 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
ENGINEER FIRM #: F-1704
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

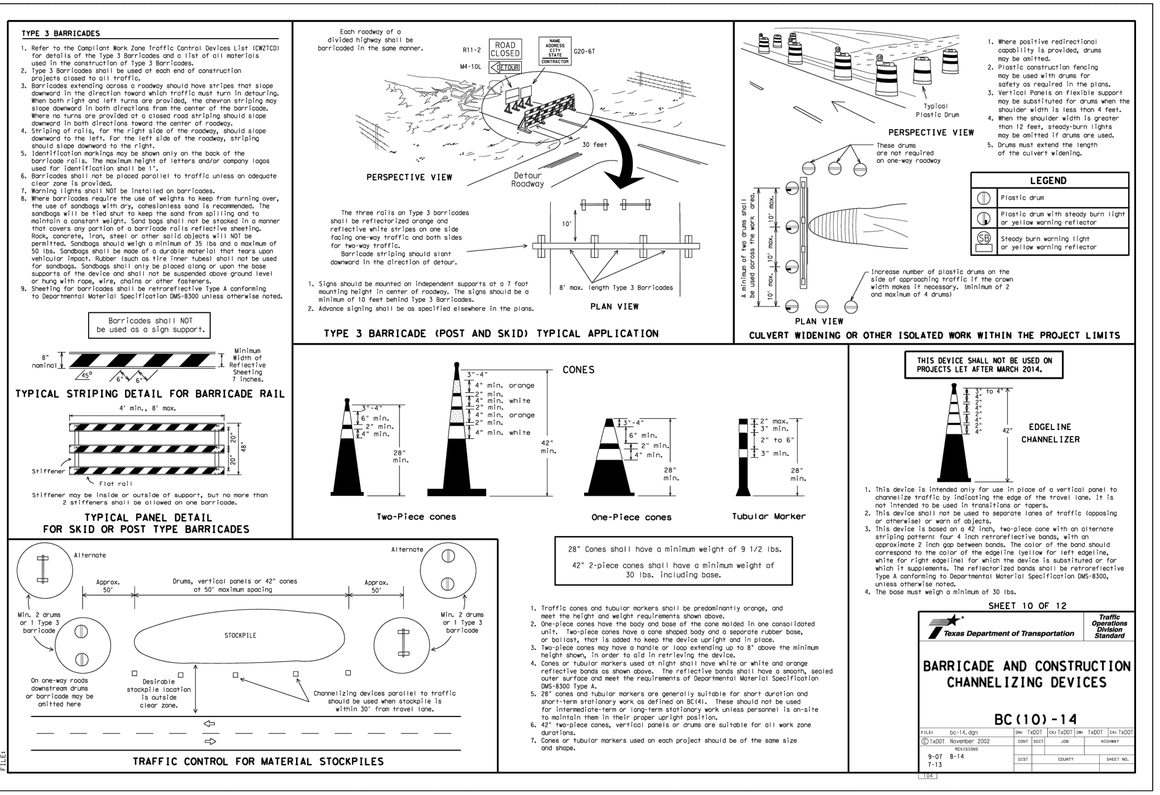
DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

811 Know what's below. Call before you dig.

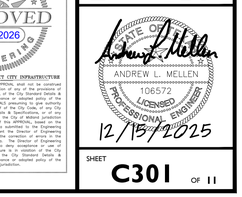
PAVING DETAILS

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHEET C301 OF 11







DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any purpose whatsoever. The Texas Department of Transportation assumes no responsibility and shall not be liable for any damages resulting from the reuse of this standard or for incorrect results or damages resulting from its use.

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F:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE I\210122 CSR\ PAVING DETAILS.DWG

City Council Meeting

Item Number: 8.
Meeting Date: June 9, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES ASSOCIATED WITH CITYWORKS SOFTWARE FOR A TOTAL COST OF $144,682.74; AND AUTHORIZING PAYMENT

Purpose:
Resolution authorizing the sole-source purchase of a one-year maintenance and license agreement for Trimble/Cityworks, an Asset Management System, from Azteca Systems, a Trimble company, for a total cost of $144,682.74 from the ITSD Tech Fund operating budget for the ITSD department. .

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the ITSD Tech Fund operating budget.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Resolution authorizing the purchase of the Cityworks software for the Transportation Division and Utilities Department. The licensing and software maintenance support for Trimble/Cityworks, an Asset Management System, from Azteca Systems, a Trimble company,C. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Staff recommends entering into the agreement and purchasing the licensing and software maintenance for Trimble/Cityworks, an Asset Management System, from Azteca Systems, a Trimble company. Please see the attached memo from Mihir Patel, Deputy Chief Information Officer, for additional information.

Therefore, please consider a resolution authorizing an agreement for the sole source purchase of licensing and software maintenance support for Trimble/Cityworks, an Asset Management System, from Azteca Systems, a Trimble company, for a total cost of $144,682.74.

Attachments:

A. Cityworks - Asset Management System
B. RESO w exh - Sole Source Contract - Cityworks Software Licensing and Support
C. Cityworks Sole Source Letter
D. Q-43825-20260512-1627

Carolina Jimenez, General Services	Created/Initiated - 5/27/2026
Regina Stephenson, General Services	Approved - 5/27/2026
Christy Weakland, Finance	Approved - 5/27/2026
Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/2/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

City Council Agenda Item

MEETING DATE: **06/09/2026**

TO:	Erika Munoz, Assistant General Services Director
FROM:	Mihir Patel, Deputy Chief Information Officer
CC:	Gorgees Eskander, Chief Information Officer
SUBJECT:	Consider a resolution authorizing the sole-source renewal of one-year maintenance and license for Trimble/Cityworks, an Asset Management System, from Azteca Systems, a Trimble company, for a total cost of $144,682.74.

Purpose:
Consider a resolution authorizing the sole-source renewal of one-year maintenance and license for Trimble/Cityworks, an Asset Management System, from Azteca Systems, a Trimble company, for a total cost of $144,682.74.

Discussion:
The renewal of the Cityworks platform from Trimble is essential to supporting daily operations, maintenance activities, and infrastructure management for the Utilities and Transportation divisions. Cityworks serves as a centralized system for managing work orders, inspections, service requests, and asset records for critical infrastructure, including water and wastewater systems, streets, traffic assets, and related public infrastructure. Similar to a digital command center, it helps staff track maintenance history, prioritize repairs, and coordinate field activities more efficiently.

The platform also strengthens communication between office staff and field crews by integrating operational workflows, GIS mapping, and real-time asset information into a single system. This enables teams to respond more quickly to maintenance issues, improve preventive maintenance planning, reduce manual tracking processes, and better manage the lifecycle of infrastructure assets. Renewing Cityworks ensures continued operational reliability, improved service coordination, and long-term support for essential Utilities and Transportation operations.

Fiscal Impact
The total cost of the renewal of the license and maintenance is $144,682.74 and is budgeted in the ITSD Tech Fund.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES ASSOCIATED WITH CITYWORKS SOFTWARE FOR A TOTAL COST OF $144,682.74; AND AUTHORIZING PAYMENT

WHEREAS, Resolution 2021-059 authorized the execution of a contract with Azteca Systems, LLC for licensing and software maintenance support services associated with Cityworks Software (the "Software"); and

WHEREAS, the Engineering and Utilities Departments utilize the Software for asset and work order management; and

WHEREAS, Azteca Systems, LLC, is the sole source provider of the Software services; and

WHEREAS, Azteca Systems, LLC, has agreed to provide the City with a one-year renewal of licensing and software maintenance support services of the Software for a total cost of $144,682.74; and

WHEREAS, the City Council finds the price proposed for said licensing and software maintenance support to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize a one-year renewal of the sole-source contract with Azteca Systems, LLC, for licensing and software maintenance support services associated with the Software;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, renewal documents necessary for a one-year renewal of the sole-source contract with Azteca Systems, LLC, for licensing and software maintenance services associated with the Software for the Information Technology Systems Department for a total cost of $144,682.74. Said renewal documents being attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That funding shall be available in the Tech Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Azteca Systems, LLC, in accordance with the provisions of the above-referenced contract and the attached renewal documents from available funds 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

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-43825-1
Created Date 5/12/2026

Contact Information

Contact Name:	Gorgees Eskander	Prepared By Name:	Kristi Ross
Customer:	Midland (TX), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	1602 E. Orchard Ln Building 3 Midland, TX 79701	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Cityworks Online Standard	1.00	USD 120,204.59
Authorized Users	100.00	USD 0.00
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Inspection API	1.00	USD 3,856.96
Data Storage Plus	1.00	USD 0.00
Pavement Express	1.00	USD 20,621.19
	TOTAL:	USD 144,682.74

Notes

Exhibit "A"

Year 1 Dollar Value	USD 144,682.74	Year 1 Date Range	8/6/2026 - 8/5/2027

Maintenance Start Date: 8/6/2026 **Maintenance End Date:** 8/5/2027

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 5475 Kellenburger Road, Dayton, OH 45424

10368 Westmoor Drive
Westminster, CO 80027

May 18, 2026

ATTN: Mihir Patel
Deputy CIO
City of Midland, TX
300 N. Loraine St.
Midland, TX 79701

Re: Sole Source Letter

Dear Mihir:

Thank you for your interest in Cityworks (the "Offering").

This letter confirms that the Offering is a product, designed, created, and owned exclusively by Azteca Systems, LLC, a Trimble Company ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at Carlos_Abaunza@Trimble.com if you have any questions.

Sincerely,

DocuSigned by:
Carlos Abaunza
92969BE0AABA49F...

Carlos Abaunza
Senior Director
Azteca Systems, LLC, a Trimble company

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-43825-1
Created Date 5/12/2026

Contact Information

Contact Name:	Gorgees Eskander	Prepared By Name:	Kristi Ross
Customer:	Midland (TX), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	1602 E. Orchard Ln Building 3 Midland, TX 79701	Prepared By Email:	kristi_ross@trimble.com

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Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
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	TOTAL:	USD 144,682.74

Notes

Year 1 Dollar Value	USD 144,682.74	Year 1 Date Range	8/6/2026 - 8/5/2027

Maintenance Start Date: 8/6/2026 **Maintenance End Date:** 8/5/2027

Quote Notes:

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These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 5475 Kellenburger Road, Dayton, OH 45424

City Council Meeting

Item Number: 9.
Meeting Date: June 9, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE CONTRACT WITH MCCREARY, VESELKA, BRAGG & ALLEN P.C., ATTORNEYS AT LAW (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

Purpose:
Resolution awarding a professional services agreement for professional legal services for collection of delinquent Municipal Court fines and fees to McCreary Veselka Bragg & Allen P.C. Attorneys at Law (MVBA).

Recommended Action:
Approve

Fiscal Impact:
Funding not required at this time.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The City Manager approved the issuance of a request for qualifications for professional legal services for collection of delinquent Municipal Court fines and fees and authorized advertisement. The request for qualifications was sent to 842 companies, and 20 viewed the request for qualifications. We received three (3) statements of qualifications. Staff recommends awarding a professional services agreement to McCreary Veselka Bragg & Allen P.C. Attorneys at Law (MVBA). Please see attached memo from Christy Weakland, Finance Director, for more information.

Therefore, please consider a resolution awarding a professional services agreement to McCreary Veselka Bragg & Allen P.C. Attorneys at Law (MVBA) for legal services for collection of delinquent Municipal Court fines and fees.

Attachments:

A. Court collections memo
B. RESOLUTION W EXH - Award Collection Contract Reso w Exh
C. Scoring Summary
D. 26004296 MVBA PSA 052826

Carolina Jimenez, General Services	Created/Initiated - 5/28/2026
Regina Stephenson, General Services	Approved - 5/28/2026
Christy Weakland, Finance	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

Date: June 9, 2026

To: Tommy Gonzalez, City Manager

From: Christy Weakland, Chief Financial Officer

Subject: Court Collections Agenda Item

Staff recommends approval of an agreement with McCreary, Veselka, Bragg & Allen P.C. ("MVBA") to provide professional services for collection of delinquent municipal court fines and fees. Following a competitive RFQ process involving three responding firms, MVBA was selected based on overall qualifications, municipal court experience, reporting capabilities, technology tools, and alignment with the City's operational and governance objectives.

The City continues to strengthen consistency, accountability, and transparency across its revenue and collections functions. The use of a specialized municipal court collections firm supports improved internal controls, standardized processes, enhanced reporting visibility, and more effective monitoring of delinquent accounts, while maintaining compliance with applicable statutory and court requirements.

MVBA demonstrated a strong understanding of Texas municipal court operations and provided a comprehensive approach emphasizing reporting transparency, real-time account activity notifications, audit trail visibility, and coordinated communication processes. Staff believes these capabilities will improve operational oversight and support more consistent long-term management of court receivables.

Services will be compensated through a contingency-based fee structure as permitted by law.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE CONTRACT WITH MCCREARY, VESELKA, BRAGG & ALLEN P.C., ATTORNEYS AT LAW (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

WHEREAS, McCreary, Veselka, Bragg & Allen P.C., Attorneys at Law (the "Firm") of Round Rock, Texas, has agreed to perform legal services regarding the collection of unpaid Municipal Court fines, fees, and court costs (the "Services") on a contingent fee basis; and

WHEREAS, the City Council finds that the Firm is well-qualified on the basis of demonstrated competence, qualifications, and experience in the requested Services; and

WHEREAS, the City Council finds that there is a substantial need for the Services, that the Services cannot be adequately performed by the attorneys and supporting personnel of the City, and that the Services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the Services will be obtained or because the City does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

WHEREAS, the City Council finds that all conditions precedent to the execution of a contingent fee contract for the Services, including notice conditions, have been satisfied; and

WHEREAS, the City Council finds it to be in the public interest to authorize the addition of a 30 percent collection fee as provided by Article 103.0031 of the Texas Code of Criminal Procedure; and

WHEREAS, the City Council finds it to be in the public interest to execute a

contingent fee contract for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the foregoing recitals are hereby adopted, approved and incorporated herein by reference as if set forth in full in this Section.

SECTION TWO. 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 contingent fee contract with the Firm for the Services, said contract to be in a form substantially similar to that attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION THREE. That the City Council hereby authorizes the addition of a 30 percent collection fee as provided by Article 103.0031 of the Texas Code of Criminal Procedure; provided, however, that said collection fee may be added only to the extent permitted by Article 103.0031, and said collection fee shall not be used for any purpose other than compensating the Firm.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay the Firm pursuant to the terms of said contract from funds available in the General Fund operating budget.

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

_____
Christy Weakland, Chief Financial Officer / Director of Finance

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

PROFESSIONAL COLLECTION SERVICES AGREEMENT
26004296

THIS AGREEMENT is made and effective the 10th day of June 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law ("*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 professional legal services for CITY concerning the collection of delinquent Municipal Court fines, fees, court costs, restitution, debts and accounts receivable, and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to as "Fines and Fees"). Said services shall include, but not be limited to, recommendations and legal advice to CITY to take legal enforcement action, representing CITY in any dispute or legal challenge to authority to collect Fines and Fees, defending CITY in litigation or challenges of its collection authority, and representing CITY in collection interests in bankruptcy matters as determined by COMPANY or CITY.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Article I and Exhibit 'A' which is attached hereto and incorporated herein for all purposes. CITY authorizes COMPANY to execute all legal documents reasonably necessary to facilitate the services and pursue the collection of CITY's claims in connection with the collection of Fines and Fees.

2. To facilitate COMPANY's performance of the services, all Fines and Fees shall be referred to COMPANY when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure. At least once each month, on a date or dates agreed upon by the Parties, CITY will provide COMPANY with copies of, or access to, the information and documentation necessary to collect the Fines and Fees subject to this Agreement. CITY shall furnish the information to COMPANY by electronic transmission or magnetic medium.

3. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as others in approximately the same region at approximately the same point in time and for

the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

4. CITY recognizes and acknowledges that COMPANY owns all rights, title, and interest in certain proprietary software that COMPANY may utilize in conjunction with performing the services provided in the Agreement. CITY agrees and hereby grants to COMPANY the right to use and incorporate any information provided by CITY ("Case or Defendant Information") to update the databases in this proprietary software, and, notwithstanding that the Case or Defendant Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that CITY shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that CITY shall be entitled to obtain a copy of such data that directly relates to CITY's accounts at any time. COMPANY agrees that it shall not share or disclose any specific confidential Case or Defendant Information with any other company, individual, organization, or agency without the prior written consent of CITY, except as may be required by law or where such information is otherwise publicly available. It is agreed that COMPANY shall have the right to use Case or Defendant Information for internal analysis, improve the proprietary software and database, and generate aggregate data and statistics that may inherently contain Case or Defendant Information. These aggregate statistics are owned solely by COMPANY and will generally be used internally. However, these aggregate statistics may be shared with COMPANY's affiliates, partners, or other third parties to improve COMPANY's software and services. COMPANY reserves the right to return to CITY all accounts not collected within one (1) year of referral by CITY or identified as being in bankruptcy. Upon return of these accounts, neither Party will have any obligation to the other Party to this Agreement.

ARTICLE III. FINANCIAL CONSIDERATIONS

The compensation is based on a revenue sharing model. CITY agrees to pay COMPANY in accordance with the revenue share split percentages as disclosed in the Exhibit 'A' for the professional services described therein and in the manner described therein. The City Manager must approve all additional expenses and reimbursable expenses in advance of such expenses being incurred by COMPANY.

COMPANY shall forward to CITY all cashier's checks or money orders received by COMPANY made payable to CITY and any correspondence from the defendants. Cashier's

checks or money orders received by COMPANY, payable to COMPANY, will be deposited daily into COMPANY's Trust Account. COMPANY may collect the amount due from the defendant by credit card or electronic draft, the funds of which shall be deposited into COMPANY's Trust Account. COMPANY shall remit to CITY, weekly, all funds deposited into COMPANY's Trust Account, along with an invoice detailing the docket number, name of the defendant, the amount paid by the defendant to COMPANY or directly to CITY, and COMPANY's fee percentage and fees earned for each case. The remittance from COMPANY to CITY shall include the fees earned by COMPANY on the fines and fees collected. CITY shall be responsible for posting to CITY's records the payment of all fines and fees and accounts receivable collected pursuant to this Agreement.

All compensation due to COMPANY shall become the property of COMPANY at the time of payment of the fines and fees by the defendant. CITY shall pay to COMPANY monthly by check all other compensation due to COMPANY arising from cashier's checks or money orders received by COMPANY made payable to CITY.

ARTICLE IV. TERM

The initial term of this Agreement shall be for five (5) years from June 10, 2026 until June 9, 2031, unless all work under this Agreement is completed sooner or the Agreement is terminated as provided below. The Agreement shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month terms on the same terms and conditions unless either Party delivers written "Notice of Termination of Agreement" to the other Party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

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 thereof. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during any 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

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-

subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, may 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: McCreary,Veselka, Bragg & Allen P.C. Attorneys at Law
700 Jeffrey Way, Ste. 100
Round Rock, TX 78665

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.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY

PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE

NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
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 McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law, 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

PAYMENT SCHEDULE

MUNICIPAL COURT FINES & FEES

For the collection of Fines and Fees, MVBA proposes the following as compensation for professional services rendered:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the Court.
2. For those Fines and Fees imposed against Unadjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by City of Midland, as provided by Article 103.0031 of the Texas Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

PAYMENT OF FEES/INVOICING

MVBA submits Monthly Statements to the City listing the Invoices and the fee amount due. The fees are to be paid to the Firm on a monthly basis, in direct relationship to the quality of performance.

All costs incurred for data processing activities, defendant/debtor notification, address research, telephone calls, and credit card services will be paid by the Firm. Once a case/account is referred to MVBA for collection, MVBA shall receive the contractual collection fee if payment is received on the case. MVBA will not receive a fee on any case where the defendant is arrested, or is indigent and the fine or fee is charged off or satisfied by community service, or if the case is dismissed. The MVBA fee is paid only if the client receives payment.

Scope of Services

COLLECTION PROGRAM HIGHLIGHTS

- **COMPREHENSIVE ACCOUNT OR CASE ANALYSIS**

Once accounts or cases are uploaded into the MVBA computer system, our staff reviews them critically. We identify individuals that require immediate attention and devise strategies for initiating appropriate collection procedures. We determine the distribution of dollars by year and the status of each account or case. In turn, you receive an inventory report which ensures the accuracy of the information loaded into our system.

- **ELECTRONIC ADDRESS/PHONE NUMBER UPDATING**

To ensure that MVBA has the latest address and phone number information for the City of Midland individuals, we process your names, addresses and phone numbers through various electronic research programs. The electronic data research programs used include TransUnion TLOxp, Experian, Insight Collect, LexisNexis (Accurint), Choice Point, NCOA, Accumail, and Acollaid. All new information is electronically updated to our computer system and made ready for the collection process.

- **SCHEDULED WRITTEN NOTIFICATION**

MVBA mails notices within 24 hours of receiving your delinquent account or case information. Subsequent mailings follow a work calendar that we develop with you, but at the minimum as those required and outlined in the City's RFP. Our notices have been proven to increase the number of accounts or cases you resolve and your revenues. All of MVBA's letters are in both English and Spanish, and comply with federal and state collection laws.

Letters are tailored to the account or case status of each individual. They state the description, location and date of the event, the amount due, telephone contact number and online payment information. A tear-off portion and envelope for return payment is also included. All letters are subject to the approval of the City and MVBA is able to customize letters as well.

- **AUTOMATED TELEPHONE NOTIFICATION**

Beyond letters, MVBA uses an automated call system to maximize individuals contact rate and increase your revenues. Individuals are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with individuals (only between 8 am and 7 pm, Monday through Friday). Whether answering or initiating calls, MVBA specialists provide the personal contact needed to reinforce the importance of satisfying their commitment to the court. If telephone numbers are missing or found to be incorrect, they are flagged and transferred to our skip tracing department.

- **EXPERT, PRODUCTIVE STAFF**

When your individuals contact MVBA by telephone or by written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular staff, attorneys are available to speak with individuals. Internal review and productivity goals are part of our ongoing expectations for staff. MVBA's floor supervisor routinely audits all collection specialists to ensure compliance with MVBA's collection approach. Coaching or retraining may be undertaken when necessary. In addition, specialists have collection goals. This allows MVBA to evaluate the collection results and the effectiveness of each specialist.

- **ADDRESS CORRECTION FOR RETURNED MAIL**

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into MVBA's computer system. If the post office provides a new forwarding address, the account or case is automatically updated and flagged for re-mailing. If not, the account or case is flagged as having received returned mail and is forwarded to our skip tracing department for more research.

- **INTERACTIVE SKIP TRACING**

Once electronic solutions fail, the City's accounts/cases move to MVBA's Skip Tracing Department. Personal intervention is sometimes vital to successfully locating and resolving Account or cases with bad addresses or unavailable phone numbers. Our staff uses several licensed regional and national databases to manually skip trace your Account or cases.

- **INDIVIDUAL PAYMENT OPTIONS**

Experience shows that offering individuals various payment options increases your chances of collecting. MVBA notifies individuals by letter and phone call to pay the amount due directly to the City by cashier's check, money order and credit card or electronic check if the City can accept that method of payment. MVBA directs individuals to the court's payment website and/or can process the payment on the court's payment website while the individual is on the phone. MVBA forwards the next business day all checks made payable to the City and MVBA but mailed to our office.

- **ACCOUNT OR CASE RECALLING ON DEMAND**

City of Midland may recall Account or cases for any reason. When Account or cases are recalled or canceled, MVBA can produce an electronic notification in report format to the City to confirm cancellation of accounts.

- **INDIVIDUAL ONLINE INQUIRY**

Your individuals need to be able to review their Account or case information and payment history. Empowering them with information and with convenient payment options are proven ways to successful collection. In the initial letter received, individuals receive a unique reference number for their Account or case and will be directed to the court's website when inquiring on their Account or case online.

- **MVBA360**

With MVBA360, you can see exactly what has been accomplished on the City of Midland's Account or cases---at your convenience. Security is guaranteed with your secure login. Online, you can review collection activity reports, view contact center activity, access individual information, send and track messages, and much more. The City may have an unlimited number of secure user logons.

- **COMPLAINT/DISPUTE RESOLUTION**

Your individuals receive the same exceptional service, professionalism and ethical treatment that you do. Our goal is to have no complaints/disputes about our collection activity. But when complaints arise, MVBA strives to resolve them promptly, to the satisfaction of all parties.

Upon oral or written notification of a complaint/dispute, we immediately suspend all collection activity pending Account or case review. We enter the information into our Professional Practice Management Tracking System, which automatically emails our management team for prompt review. All notes and collection phone calls are reviewed to determine the validity of the complaint/dispute.

All phone calls into the MVBA call center are recorded. MVBA has the ability to email the City a call recording in a .wav file or other format upon request.

The tracking system monitors and sends automatic reminders to ensure the matter is resolved within a prescribed timeframe. If it is not resolved within that time, the system automatically escalates the matter to executive management. This means the City of Midland can be confident that matters are resolved timely.

- **WARRANT ROUND-UP AND/OR AMNESTY PROGRAMS**

MVBA assists all clients who participate in warrant round-up and/or amnesty programs. We mail special letters and conduct specialized telephone campaigns that have greatly increased collections for the courts. These specialized campaigns are used to supplement the efforts of each City and generate a greater response. MVBA also mails postcards on Account or cases not yet submitted for collections at no charge to the City. Upon request, MVBA assists with local media blasts including local publications and newspapers, billboards and other media sources and can provides door hangers and/or other notifications for your Warrant Officers or Police Department.

COLLECTION METHODOLOGY

PROJECT MANAGEMENT PLAN

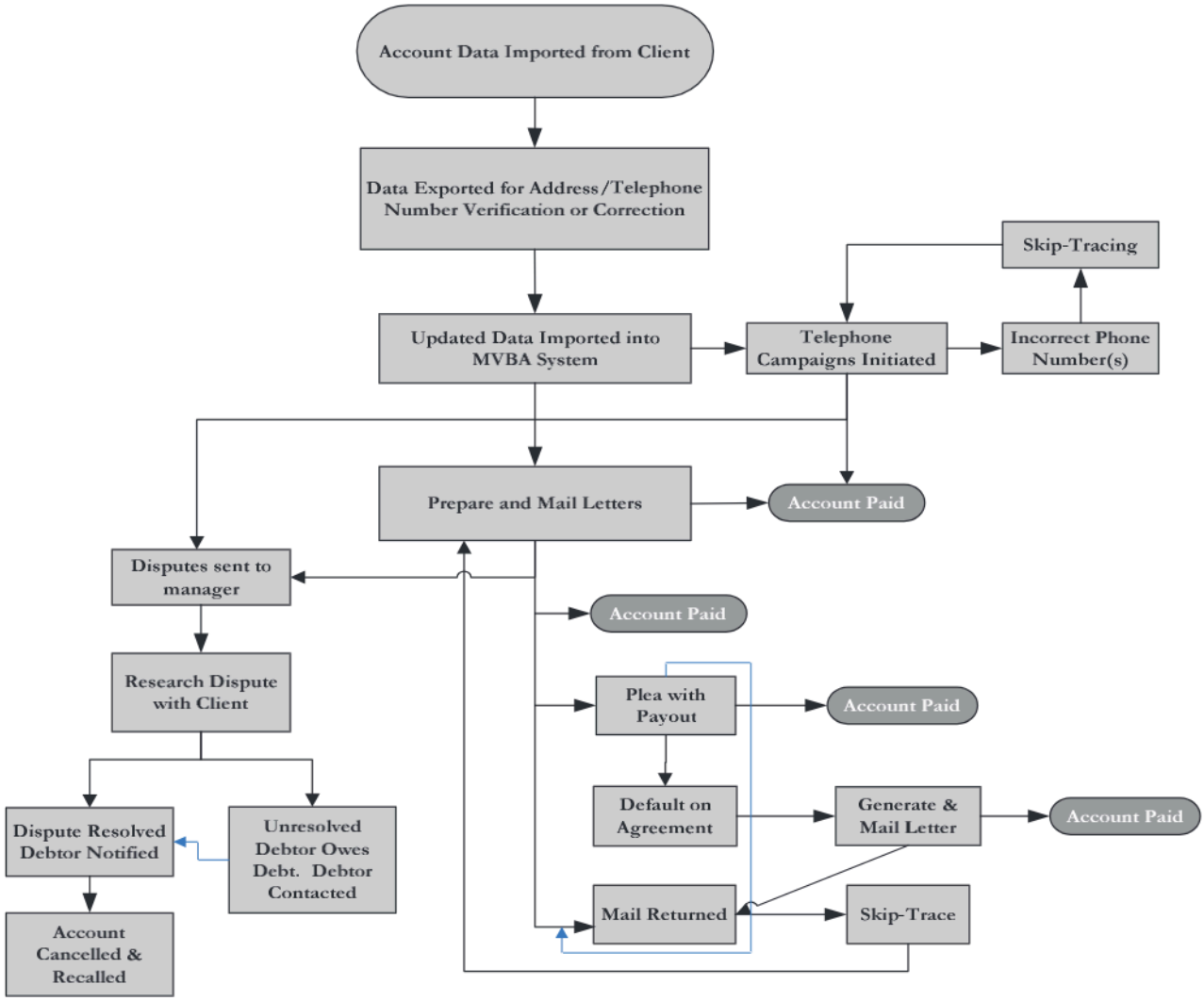
The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients similar to Midland. The City is assigned a qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, providing the city and City is ready to begin implementation. MVBA receives files electronically and processes these account files within 24 hours of receipt.

After a thorough pre-implementation meeting with MVBA staff and City staff, goals and timelines are established. Your MVBA Project Manager organizes internal processes within MVBA to accommodate the City's time-lines, guidelines and processes. Your MVBA Project Manager ensures your needs are considered every step of the way - from project implementation and throughout the execution of the contract. These steps include:

- Project planning and implementation meeting
- MVBA facilitation; internal set-up of client, secure FTP set-up
- Review of the court's work plan with MVBA staff
- Collaboration with City software vendor, testing
- Electronic File Transfer
- End-user training and tips on how to manage and transfer files
- Providing and reviewing with you a comprehensive procedures manual
- Ensuring your staff is comfortable and ready to begin the program
- Ongoing on-site consultation and reporting (monthly, quarterly or as frequently as needed).

COLLECTION PROGRAM FLOWCHART

The following flow chart illustrates MVBA's collection methodology in resolving outstanding Account or cases.



DETAILED COLLECTION PROCEDURES

1. MVBA accepts account data in any format. We have specially designed programs which provide the efficient import of data electronically. MVBA loads the data the day it is received. We verify the data received with the data which was loaded into our system. This comparison reduces the opportunity for error at the very beginning of the process. A full inventory of accounts received is then returned to the client for approval. After the client approves the "Inventory Report," letters are generated and mailed within 24 hours of approval.

2. Once the delinquent accounts are received and the inventory is approved, letter processes begin. MVBA will electronically export the data to our letter vendor who then processes it through the NCOA and skip-tracing partners. This data is examined for new or more deliverable addresses; this process may provide vital information such as phone numbers, dates of birth, and much more which will be used to further facilitate the collection process. Our database is then updated electronically with any new changes made by our skip-trace partners.

3. We understand that each client may have special circumstances or conditions that require special handling of accounts by our Contact Center Specialist. Therefore, each client is reviewed with the Specialists prior to receiving or initiating phone calls. Once this is completed, the accounts are placed in the queue and activated to begin making phone calls to these individuals. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.

4. Outbound telephone call campaigns through using our advanced dialing technology are initiated to provide a positive incentive to the individual that payment must be made on the delinquent account. Some of the features of our predictive dialer include:
    - **Seamless Predictive Dialing** increases Specialists' productivity up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously. This technology means that the Collection Specialists will only be connected to live persons bypassing bad numbers, fax numbers, operator intercepts and busy signals.
    - **Call Recording, Monitoring, Coaching and Conferencing lets** our Specialists and management team know what is happening in real time and records and archives efficiently for future use, training and review. All calls are recorded, allowing MVBA management to instantaneously review calls.
    - **PC Based Telephony** puts our phone functions right on the computer screen allowing for greatest flexibility.
    - **Call Transfer** allows our Specialists to easily transfer calls and the screen pop to any other Specialists logged onto the system to any IVR script or campaign.
    - **Call and Agent Reporting** provides real-time reports by Specialists and/or campaign using industry standard Crystal Reports so adjustments and enhancements can be made.

5. Our collection software provides our Specialists all the pertinent data on one screen for efficient reference.

- **Multiple Simultaneous Campaigns** means we can run several outbound and/or inbound campaigns together to maximize the strengths of the Specialists and optimize the line usage.
- **Administrator Features** provide the ability to set up collector logins and security rights, campaign management, change line allocation to maximize line usage, off-line reporting and more.
- **Real-Time Collection Software Updates** allow for immediate cancellation of paid or recalled Account or cases out of the dialer and prevents any unwarranted phone calls to a individual that has paid the account.
- **Immediate Screen Pop** provides individual name, address, phone number, and collection account information when contact is made. In addition, the customized work plan for each City also pops up on any given individual's Account or case. This allows the Specialists to promptly begin the collection process.

6. Once a contact has been made with a individual, our Specialists verify the name, address, telephone number and relevant information regarding the account. Any changes that need to be made are done at this time. The Specialists then follow a talk off which asks the individual to make immediate payment in full. The Specialist is trained to listen, be persuasive, courteous, and be empathetic for the individual. Specialists are trained to assist individuals seek sources for payment. If the individual claims they do not have the means to pay, or claim to be indigent, they are referred back to the City for other options to help dispose of their Account or case. We have found this approach to be very effective in collecting delinquent Account or cases.

7. Our Specialists understand payment agreements and promises to pay on an account. The collection software used by MVBA has the ability to input and track postdated payments, payment agreements, and promises to pay on a given date for individuals who cannot pay on the initial phone call. As the promised payment date approaches, our collection software monitors the event and prompts the collector to follow-up on the account to confirm that a payment will be made.

8. Accounts are placed in various sections for quick retrieval and follow up by the Specialist. For example: A individual which states that a money order or cashier's check is being mailed is placed into a "Hot" section for quick follow up, where the "Night Call" section tracks individuals that are deemed to be more reachable in the evening hours (in accordance with all Federal and State laws).

9. MVBA's accounting department posts and accounts for all monies received by our office and produces reports twice daily which are delivered by fax or e-mail to the appropriate client. This department also produces checks payable to the client weekly with a report which details individual's name, account number, date of payment, amount paid and an invoice for MVBA's fee. Should MVBA receive a payment for a pay to City only client, we forward the negotiable instrument to the client immediately, or if the City prefers, we are able to ACH funds from our Iolta account directly to the City's allocated depository the same day.

10. In the event a contact is not made, one of the following will occur depending on circumstances:
    - Answering machine: The Specialist will leave a message requesting a return phone call. The account is coded as leaving a message and a dated call back reminder is entered into the system.
    - No answer: The Specialists will code the account as no answer and a dated call back reminder is entered into the system.
    - Busy: The Contact Center System will automatically call this number back within set intervals designed by our firm. The account is coded as being busy.
    - Disconnected Number: The phone number is coded as disconnected. If another number is available, the next number will be called. In the event no number exists, the account will be forwarded to our skip tracing department for further research.
    - Wrong Number: The phone number is coded as being a wrong number and the next number is tried. If no number is available, the account is sent to our skip tracing department for further research.

11. Return mail is processed electronically and the account is updated. These accounts are coded as undeliverable in the system and then forwarded to our skip-tracing department for further research.

12. Skip-tracing is an integral part of our collection process. We take the unreachable account and begin batch processing and manually researching the individual in question. Once the individual is found, the new data is automatically documented in the system. A new address will trigger the account to get a new letter and a new phone number will trigger the account to be placed back into the dialer campaign.

13. Training of personnel is a key component of our collection program. Our Collection Specialists are required to maintain a working knowledge of the Fair Debt Collections Practice Act (FDCPA), State law compliance; effective telephone techniques and client account management. Our management team facilitates this training to provide the highest level of competency and consistency for our clients. All MVBA Collection Specialists and administrative staff are required to maintain certification through American Collectors Association International as a Certified Collection Specialist.

14. Internal review and productivity goals are another facet of our program. The MVBA floor supervisor routinely audits Specialist's accounts and recorded calls to ensure proper procedures are being followed and that the individual is being treated fairly. If the Specialist is not following MVBA's collection methodology, the Specialist is immediately re-trained and coached on becoming compliant with our collection approach. We also set collection goals for each Specialist. This allows the management team to evaluate collection results and the effectiveness of each Specialist. MVBA provides an incentive program directly related to Specialists collection performance.

ADDRESS RESEARCH AND SKIP-TRACING

Address Research

- Account or cases may be delinquent because the address of the individual is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent Account or cases are collected when proper attention is given to finding the correct address of a individual. Upon receipt of delinquent Account or case files, MVBA identifies Account or cases with multiple offenses and also links any other outstanding Account or cases within our database.

- Upon receipt of a file of delinquent Account or cases/accounts, MVBA processes the names of individuals through various electronic data research programs to obtain the latest address information.

- A Account or case with an incorrect address is identified on our computer record so that it will receive special attention.

- Through the use of these sources of information, MVBA is very successful in locating the correct addresses of individuals and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to obtain Social Security Numbers, Driver's License Numbers, phone numbers, and other pertinent information to locate individuals.

Skip-tracing

Skip tracing is one of the most important tools used to ensure successful recoveries. Account or cases are worked through an automated skip trace "waterfall" process. In the waterfall process, Account or cases flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the individual. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating individuals where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a

"hot key" so that all skip trace updates are just a keystroke away. Information updates include: The actual address and owner for each phone number supplied to us by the City, telephone numbers and owners associated with each address, names, addresses, and phone numbers for nearbys; and names, addresses, and phone numbers for "surname" matches by region.

MVBA uses numerous licensed information sources. Some of those used include; TransUnion TLOxp, Lexis Nexis, IDI Core, Accumail, Choice Point, National Change of Address database, and Credit Bureau headers.

INDIVIDUAL NOTIFICATION

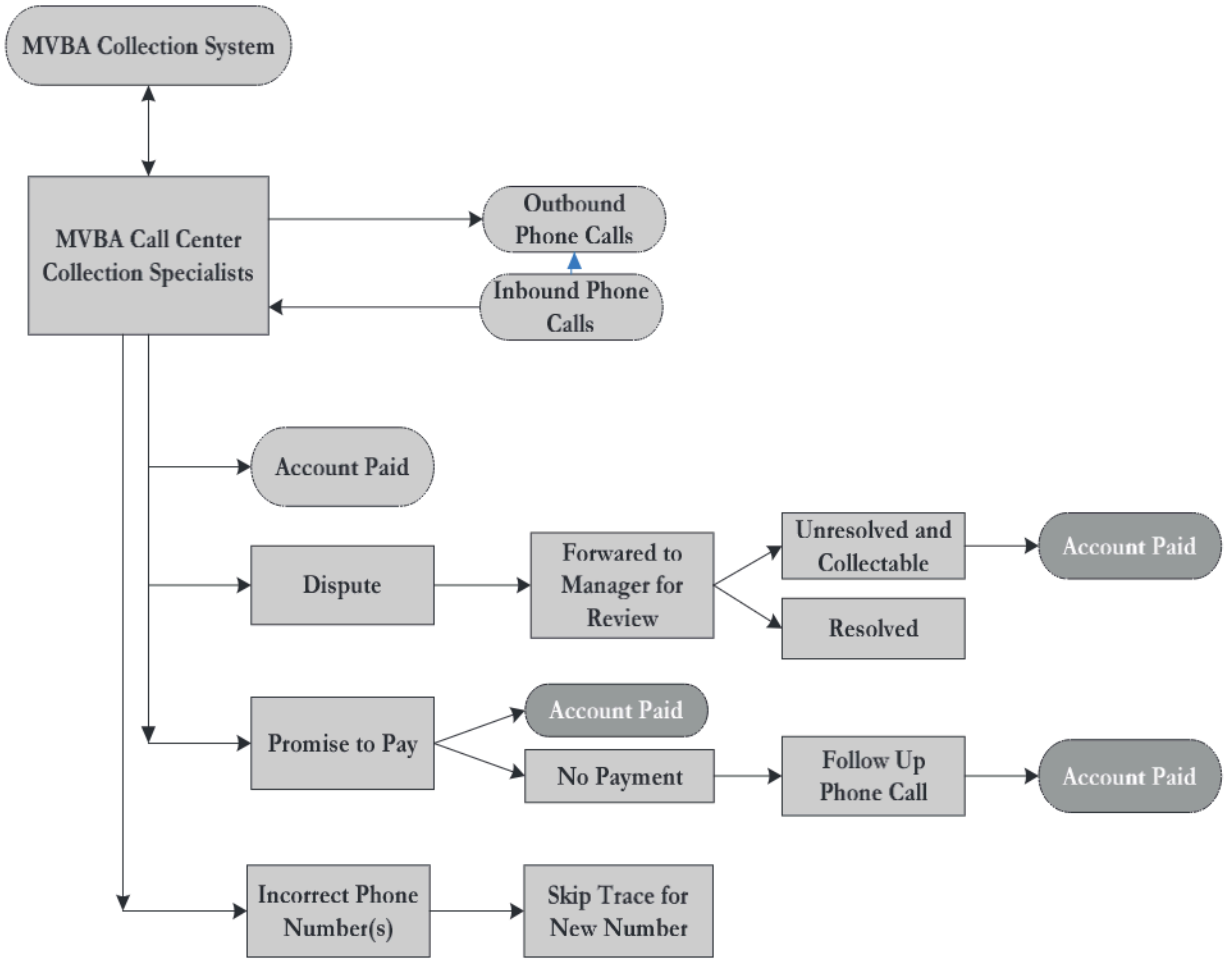
Written Notification

- Written notices are mailed to individuals informing them that McCreary, Veselka, Bragg & Allen, P. C., Attorneys at Law, has been retained to collect the debts listed, apprise the individual of their obligation and provide information for making payment.
- Written notices contain a unique reference number and individuals can go to MVBA's 24/7 website to make inquiries, where they are directed to the Court's website for payment options.
- MVBA monitors delinquent notices to ensure deliverability by the Post Office. Additional research is conducted on returned mail and new notices are promptly sent when new addresses are located.

Telephone Notification

- MVBA's computerized Contact Center enables our trained professional staff, through the use of our predictive dialer, to contact individuals. Utilizing this technology, our collection specialists are able to increase actual contacts by up to 400%, thereby, increasing Account or case resolution and revenue for our clients.
- MVBA provides a toll-free phone number to individuals seeking additional information or information on how to make payment.
- The contact center operates Monday through Friday from 8 am to 7 pm.
- When a new telephone number is identified it is immediately placed back into the dialer que and added to the dialer campaign schedule.
- MVBA provides bilingual collection specialists.
- MVBA's Latitude software automatically monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid accounts.

FINES AND FEES CONTACT CENTER FLOWCHART



RESPONDING TO INDIVIDUAL INQUIRIES

Letters always result in numerous phone calls from individuals. MVBA provides a toll-free number for the individual's use. MVBA staff members will answer individual telephone calls and respond to the most common questions and concerns. Attorneys are available to speak with any individual who has a question beyond the experience or knowledge level of our professional staff.

Individual disputes shall abide by the policy of your court. MVBA provides individuals with the Firm's address and toll-free phone number enabling them to contact us to discuss the notice. Each individual is treated with respect and courtesy. The individual is asked to provide proof when they state that they have paid or made restitution for an offense. Files are noted with a "dispute status" and the individual is given an opportunity to provide the information. Written correspondence relating to a dispute is forwarded to the City for their records. In some Account or cases additional information may be asked for to provide the individual.
Should the City remove the balance due from the Account or case, the information is posted to the computer file and the Account or case is closed in our system. There are no fees due MVBA on Account or cases where money has not been collected. Persons who indicate they are indigent are referred to the City for community service and/or other City ordered means for clearance.

While administering an effective aggressive collection program, the Firm's philosophy is predicated on ensuring that each individual is treated with courtesy and respect. Every call and letter will be answered. All help and assistance, **short of legal advice**, will be provided to the individual. Collections are the major goal of our efforts, but good relations with the individuals are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the individual and the City.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the individual as much as it applies to the City. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the City complaint file. Senior Management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the City to assure that the matter is resolved to both the City's and the individual's satisfaction, using both written and verbal communications.

Each and every phone call into or outbound at the MVBA Contact Center is recorded. This is part of our ongoing commitment to transparency. Should the City request a recording of a call, we can provide you a copy of the recording almost instantaneously in a .wav file or other standard file format.

NON ENGLISH SPEAKING INDIVIDUALS

Individuals who do not speak or understand the English language will be assisted by a staff member who is fluent in the Spanish language. MVBA's contact center is ninety percent (90%) bi-lingual. Our Contact Center Supervisor, Cathleen Smith, is multi-lingual speaking five languages including Spanish. In addition MVBA employs bi-lingual (Spanish) attorneys, client service coordinators and administrative staff. This ensures there are no language barriers when communicating with MVBA.

MVBA's staff in Round Rock has sixteen who are fluent in English and Spanish:

e. CORRESPONDENCE

Letters are mailed on the law firm's letterhead and are designed to immediately grab attention. Letters are subject to the approval of the court. MVBA is able to customize letters to meet each client's specific needs.

Delinquent notices:

- Identify the client with whom the individual has an outstanding offense
- Inform the individual their matter has been referred to our law firm pursuant to Article 103.003 of the Texas Code of Criminal Procedure
- List all outstanding Account or cases, nature of each offense and each offense amount and the total amount due
- Provide information on how to contact the firm with questions via our toll-free number and;
- Provide information on how to make payment and;
- Provide MVBA hours of operation

TELEPHONY TECHNOLOGY

PREDICTIVE DIALER AND INTERACTIVE VOICE RESPONSE (IVR)

Through our LiveVox software and our advanced dialing technology, our collection specialists can successfully complete up to 250 calls per shift. In addition, the software as the ability to complete up to 12,000 calls per day, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA's Collection Software. Our system screens out busy signals, no answers, operator responses, and updates the Account or cases for call backs at another time. It anticipates how long a collection specialist will be on each call, and has the next caller on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized so that the outbound dialing speed is automatically adjusted to be sure there are no "dead zones" when the called party answers, thereby eliminates hang-ups and increases productive contacts.

One of the most productive aspects of our dialing technology architecture is that the system is co-resident with our Latitude Software. Every collector is connected to the dialing software through our collection system which eliminates any restrictions on the number of collection specialists allowed on a call campaign at one time.

All phone numbers provided by client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are also verified as either landline or cell phone. We use state of the art dialing technology for all of the landlines. Cell phones are placed in this technology once consent is received from the individual. There are no "Robo Calls". All calls are attended by a professional collection specialist and once a number is answered, either live or voicemail, the specialist takes the call over to talk with the individual or to leave the message. There is no wait time between the time the call is answered and the time the specialist takes over the call.

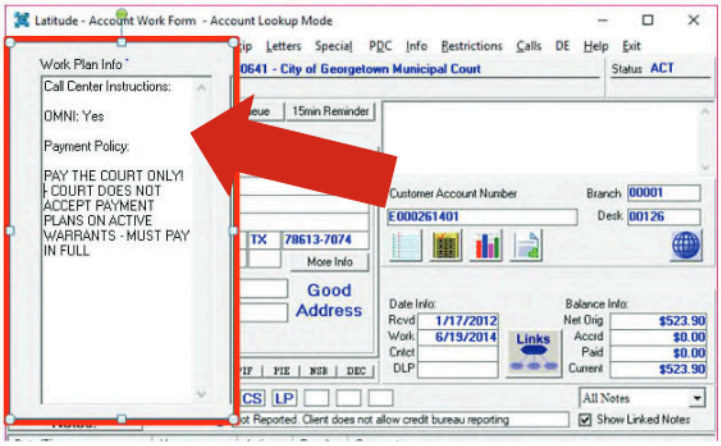
Cell phones with no consent are manually dialed by the collection specialist during designated daily campaigns. All calls are compliant with the Fair Debt Collection Practices Act (FDCPA) and Telephone Consumer Protection Act (TCPA) as well as Texas Debt Collection Act and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws or changes as well as professional techniques.

PHONE SCRIPTS

While phone scripts are useful in standardizing the approach of verifying information and following regulatory guidelines, our philosophy is predicated on coaching the individual in finding the means to resolve their outstanding Account or case with the City. Our Collection Specialists receive extensive training in how to help individuals resolve their pending Account or cases. All courts are different in their policies and procedures and MVBA has quality control checks in place that ensure we are acting as an arm of the City and communicating each court's specific instructions.

Upon implementation of our services, your MVBA Project Manager consults with City staff and creates a customized work plan based on the court's policies and preferences. This information is carefully documented and reviewed with our Collection Specialists ***before*** phone calls are initiated. When our Collection Specialists receives an inbound call or initiates an outbound call, the individual's Account or case information pops up on their screen. Along with all the pertinent data regarding the delinquent Account or case, the specific court's work plan appears on the screen. This ensures that our Collection Specialists are always providing individuals with correct information in their options to resolve their Account or case.

Below is an example of one court's work plan and what appears on the Collection Specialist's screen. As much information as the client requires is included in the work plan for the Collections Specialists. The Collection Specialist relays this information to the individual, and then provides the telephone number and/or website information of the City should they accept payment online. MVBA Collection Specialists can also process payment on behalf of the individual on the court's payment website while the individual is on the phone.



WARRANT ROUND-UP METHODOLOGY

MVBA has extensive experience in working with our clients in warrant round-ups as well as amnesty programs. MVBA assists all clients annually who decide to participate in the Great Texas State-wide Round-up as well as localized warrant round-ups or amnesty programs. Your MVBA Project Manager and Client Service Coordinators meet with the City personally to coordinate with the City and identify specific opportunities for enhancing your warrant round-up.

Historically over the years, MVBA's Warrant Round-up methodology has followed the guidelines as set forth annually by the City of Austin. We have followed the calendar of events set forth including announcements, press releases, and date of initial mailings. In 2018 the City of Austin elected to discontinue its involvement and leadership role in this event. Many of our clients elected to not participate in this annual event as a result. North Texas was not affected much with this change and continued to move forward as a leader and MVBA followed their calendar of events in coordinating our mailings and phone campaigns. We proactively sent out pre-warrant round up memos to clients with target dates for mailings and surveyed all clients as to whether they are participating or whether they wished to be excluded from our mailings and phone campaigns.

Each year we mail special letters and conduct telephone campaigns that have greatly increased collections for the courts. These specialized mailings and telephone campaigns are used to supplement the efforts of each City and generate a greater response. Additionally, to further reduce costs accrued and to help increase efficiencies, MVBA can also mail round-up postcards on behalf of our clients, at no charge, for Account or cases that have *not yet* been placed for collections. MVBA assists clients seeking assistance in getting the word out through various media streams including; local publications, billboards, door hangers or other tools.

MVBA assists our clients that initiate their own warrant round-up or amnesty programs. Our methodology is directed by the specifics of the localized round-up. Custom letters are created and mailed in direct correlation to the calendar of the local round-up. In both the Statewide Round-up and localized round-ups or amnesty campaigns, MVBA provides these services at no cost to the City:

- ***Post cards and letters on collection accounts***
- ***Post card mailings on pre-collection Account or cases***
- ***Skip-tracing done beforehand on all mailings***
- ***Updated address lists provided to client***
- ***Phone campaigns***
- ***Media blasts***

MVBA understands that the main objective of a round-up is to increase Account or case closures by payment or City appearance in an effort to resolve Account or cases. Our objective is to make contact with the individual and help motivate them to satisfy their commitment to the City ***before an arrest occurs***.

MVBA mails notifications and initiates dialer campaigns for our clients. Typically, we stagger 3 mailings (two mailings before the round-up and one immediately after the round-up begins). Our computer system flags Account or cases that are not in warrant and only sends notices on Account or cases that are in active warrant status. Before and during the Warrant Round-up, we continually run phone campaigns to get the word out and encourage individuals to avoid arrest and pay their warrant or appear before the City before the round-up period begins.

MVBA also provides pre-collection notifications on our clients' behalf on Account or cases not yet turned over to MVBA for collection. MVBA absorbs all costs for these notices including material, postage, and production. This service is offered to help alleviate the financial burden, as well as personnel resources required, for courts sending notices in-house - thus reducing costs and increasing efficiencies. This service has proven very effective for our clients. When MVBA provides this service your Account or cases are automatically skip-traced before the notices are mailed, thereby reducing the amount of return mail and increasing the chances of the notice reaching the intended individual.

MVBA works with each client who needs assistance with media blasts and provides the resources to assist in getting the word out. Some of these campaigns include; newspaper and/or other publications, billboards, and many other various media streams. MVBA is committed to providing these services at the discretion of the City based on its requirements at no cost to the City.

COORDINATION WITH CITY MARSHALS AND/OR WARRANT OFFICERS

MVBA is the first and longest standing sponsor of the Texas Marshals Association. While we understand the City doesn't currently employ City Marshals or Warrant Officers, should this change, we understand the coordination between the Marshal or Warrant Officer and MVBA, as well as the City and MVBA, is vital in creating a successful collection program. The collection program is designed to work in conjunction with law enforcement dedicated to serving warrants.

26004296 RFQ for Professional legal services for collection of delinquent Municipal Court fines and fees Scoring Summary
Bid Opening: May 21, 2026

		Purdue Brandon		Linebarger		MVBA	
		score	**weighted**	**score**	**weighted**	**score**	**weighted**
1	Capability to perform the required services for the project (30%)	100	30.0000	100	30.0000	100	30.0000
2	Recent experience on similar projects (20%)	100	20.0000	96	19.2000	100	20.0000
3	Reputation, personal and professional integrity and competency of firm (15%)	60	9.0000	90	13.5000	96	14.4000
4	Professional background, availability and caliber of the personnel to be assigned to	100	15.0000	100	15.0000	100	15.0000
5	Capability to meet schedules or deadlines (10%)	100	10.0000	100	10.0000	100	10.0000
6	Qualifications and experience of regularly engaged outside consultants (10%)	100	10.0000	100	10.0000	100	10.0000
			94.0000		97.7000		99.4000

Bid Summary	
842	Bids were issued
20	Document Takers
0	No Bids Were Received
3	Bids listed Above
839	Bidders did not respond

PROFESSIONAL COLLECTION SERVICES AGREEMENT
26004296

THIS AGREEMENT is made and effective the 10th day of June 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law ("*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 professional legal services for CITY concerning the collection of delinquent Municipal Court fines, fees, court costs, restitution, debts and accounts receivable, and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to as "Fines and Fees"). Said services shall include, but not be limited to, recommendations and legal advice to CITY to take legal enforcement action, representing CITY in any dispute or legal challenge to authority to collect Fines and Fees, defending CITY in litigation or challenges of its collection authority, and representing CITY in collection interests in bankruptcy matters as determined by COMPANY or CITY.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Article I and Exhibit 'A' which is attached hereto and incorporated herein for all purposes. CITY authorizes COMPANY to execute all legal documents reasonably necessary to facilitate the services and pursue the collection of CITY's claims in connection with the collection of Fines and Fees.

2. To facilitate COMPANY's performance of the services, all Fines and Fees shall be referred to COMPANY when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure. At least once each month, on a date or dates agreed upon by the Parties, CITY will provide COMPANY with copies of, or access to, the information and documentation necessary to collect the Fines and Fees subject to this Agreement. CITY shall furnish the information to COMPANY by electronic transmission or magnetic medium.

3. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as others in approximately the same region at approximately the same point in time and for

the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

4. CITY recognizes and acknowledges that COMPANY owns all rights, title, and interest in certain proprietary software that COMPANY may utilize in conjunction with performing the services provided in the Agreement. CITY agrees and hereby grants to COMPANY the right to use and incorporate any information provided by CITY ("Case or Defendant Information") to update the databases in this proprietary software, and, notwithstanding that the Case or Defendant Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that CITY shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that CITY shall be entitled to obtain a copy of such data that directly relates to CITY's accounts at any time. COMPANY agrees that it shall not share or disclose any specific confidential Case or Defendant Information with any other company, individual, organization, or agency without the prior written consent of CITY, except as may be required by law or where such information is otherwise publicly available. It is agreed that COMPANY shall have the right to use Case or Defendant Information for internal analysis, improve the proprietary software and database, and generate aggregate data and statistics that may inherently contain Case or Defendant Information. These aggregate statistics are owned solely by COMPANY and will generally be used internally. However, these aggregate statistics may be shared with COMPANY's affiliates, partners, or other third parties to improve COMPANY's software and services. COMPANY reserves the right to return to CITY all accounts not collected within one (1) year of referral by CITY or identified as being in bankruptcy. Upon return of these accounts, neither Party will have any obligation to the other Party to this Agreement.

ARTICLE III. FINANCIAL CONSIDERATIONS

The compensation is based on a revenue sharing model. CITY agrees to pay COMPANY in accordance with the revenue share split percentages as disclosed in the Exhibit 'A' for the professional services described therein and in the manner described therein. The City Manager must approve all additional expenses and reimbursable expenses in advance of such expenses being incurred by COMPANY.

COMPANY shall forward to CITY all cashier's checks or money orders received by COMPANY made payable to CITY and any correspondence from the defendants. Cashier's

checks or money orders received by COMPANY, payable to COMPANY, will be deposited daily into COMPANY's Trust Account. COMPANY may collect the amount due from the defendant by credit card or electronic draft, the funds of which shall be deposited into COMPANY's Trust Account. COMPANY shall remit to CITY, weekly, all funds deposited into COMPANY's Trust Account, along with an invoice detailing the docket number, name of the defendant, the amount paid by the defendant to COMPANY or directly to CITY, and COMPANY's fee percentage and fees earned for each case. The remittance from COMPANY to CITY shall include the fees earned by COMPANY on the fines and fees collected. CITY shall be responsible for posting to CITY's records the payment of all fines and fees and accounts receivable collected pursuant to this Agreement.

All compensation due to COMPANY shall become the property of COMPANY at the time of payment of the fines and fees by the defendant. CITY shall pay to COMPANY monthly by check all other compensation due to COMPANY arising from cashier's checks or money orders received by COMPANY made payable to CITY.

ARTICLE IV. TERM

The initial term of this Agreement shall be for five (5) years from June 10, 2026 until June 9, 2031, unless all work under this Agreement is completed sooner or the Agreement is terminated as provided below. The Agreement shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month terms on the same terms and conditions unless either Party delivers written "Notice of Termination of Agreement" to the other Party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

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 thereof. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during any 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

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-

subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, may 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: McCreary,Veselka, Bragg & Allen P.C. Attorneys at Law
700 Jeffrey Way, Ste. 100
Round Rock, TX 78665

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.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY

PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE

NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
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 McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law, 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

PAYMENT SCHEDULE

MUNICIPAL COURT FINES & FEES

For the collection of Fines and Fees, MVBA proposes the following as compensation for professional services rendered:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the Court.
2. For those Fines and Fees imposed against Unadjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by City of Midland, as provided by Article 103.0031 of the Texas Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

PAYMENT OF FEES/INVOICING

MVBA submits Monthly Statements to the City listing the Invoices and the fee amount due. The fees are to be paid to the Firm on a monthly basis, in direct relationship to the quality of performance.

All costs incurred for data processing activities, defendant/debtor notification, address research, telephone calls, and credit card services will be paid by the Firm. Once a case/account is referred to MVBA for collection, MVBA shall receive the contractual collection fee if payment is received on the case. MVBA will not receive a fee on any case where the defendant is arrested, or is indigent and the fine or fee is charged off or satisfied by community service, or if the case is dismissed. The MVBA fee is paid only if the client receives payment.

Scope of Services

COLLECTION PROGRAM HIGHLIGHTS

- **COMPREHENSIVE ACCOUNT OR CASE ANALYSIS**

Once accounts or cases are uploaded into the MVBA computer system, our staff reviews them critically. We identify individuals that require immediate attention and devise strategies for initiating appropriate collection procedures. We determine the distribution of dollars by year and the status of each account or case. In turn, you receive an inventory report which ensures the accuracy of the information loaded into our system.

- **ELECTRONIC ADDRESS/PHONE NUMBER UPDATING**

To ensure that MVBA has the latest address and phone number information for the City of Midland individuals, we process your names, addresses and phone numbers through various electronic research programs. The electronic data research programs used include TransUnion TLOxp, Experian, Insight Collect, LexisNexis (Accurint), Choice Point, NCOA, Accumail, and Acollaid. All new information is electronically updated to our computer system and made ready for the collection process.

- **SCHEDULED WRITTEN NOTIFICATION**

MVBA mails notices within 24 hours of receiving your delinquent account or case information. Subsequent mailings follow a work calendar that we develop with you, but at the minimum as those required and outlined in the City's RFP. Our notices have been proven to increase the number of accounts or cases you resolve and your revenues. All of MVBA's letters are in both English and Spanish, and comply with federal and state collection laws.

Letters are tailored to the account or case status of each individual. They state the description, location and date of the event, the amount due, telephone contact number and online payment information. A tear-off portion and envelope for return payment is also included. All letters are subject to the approval of the City and MVBA is able to customize letters as well.

- **AUTOMATED TELEPHONE NOTIFICATION**

Beyond letters, MVBA uses an automated call system to maximize individuals contact rate and increase your revenues. Individuals are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with individuals (only between 8 am and 7 pm, Monday through Friday). Whether answering or initiating calls, MVBA specialists provide the personal contact needed to reinforce the importance of satisfying their commitment to the court. If telephone numbers are missing or found to be incorrect, they are flagged and transferred to our skip tracing department.

- **EXPERT, PRODUCTIVE STAFF**

When your individuals contact MVBA by telephone or by written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular staff, attorneys are available to speak with individuals. Internal review and productivity goals are part of our ongoing expectations for staff. MVBA's floor supervisor routinely audits all collection specialists to ensure compliance with MVBA's collection approach. Coaching or retraining may be undertaken when necessary. In addition, specialists have collection goals. This allows MVBA to evaluate the collection results and the effectiveness of each specialist.

- **ADDRESS CORRECTION FOR RETURNED MAIL**

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into MVBA's computer system. If the post office provides a new forwarding address, the account or case is automatically updated and flagged for re-mailing. If not, the account or case is flagged as having received returned mail and is forwarded to our skip tracing department for more research.

- **INTERACTIVE SKIP TRACING**

Once electronic solutions fail, the City's accounts/cases move to MVBA's Skip Tracing Department. Personal intervention is sometimes vital to successfully locating and resolving Account or cases with bad addresses or unavailable phone numbers. Our staff uses several licensed regional and national databases to manually skip trace your Account or cases.

- **INDIVIDUAL PAYMENT OPTIONS**

Experience shows that offering individuals various payment options increases your chances of collecting. MVBA notifies individuals by letter and phone call to pay the amount due directly to the City by cashier's check, money order and credit card or electronic check if the City can accept that method of payment. MVBA directs individuals to the court's payment website and/or can process the payment on the court's payment website while the individual is on the phone. MVBA forwards the next business day all checks made payable to the City and MVBA but mailed to our office.

- **ACCOUNT OR CASE RECALLING ON DEMAND**

City of Midland may recall Account or cases for any reason. When Account or cases are recalled or canceled, MVBA can produce an electronic notification in report format to the City to confirm cancellation of accounts.

- **INDIVIDUAL ONLINE INQUIRY**

Your individuals need to be able to review their Account or case information and payment history. Empowering them with information and with convenient payment options are proven ways to successful collection. In the initial letter received, individuals receive a unique reference number for their Account or case and will be directed to the court's website when inquiring on their Account or case online.

- **MVBA360**

With MVBA360, you can see exactly what has been accomplished on the City of Midland's Account or cases---at your convenience. Security is guaranteed with your secure login. Online, you can review collection activity reports, view contact center activity, access individual information, send and track messages, and much more. The City may have an unlimited number of secure user logons.

- **COMPLAINT/DISPUTE RESOLUTION**

Your individuals receive the same exceptional service, professionalism and ethical treatment that you do. Our goal is to have no complaints/disputes about our collection activity. But when complaints arise, MVBA strives to resolve them promptly, to the satisfaction of all parties.

Upon oral or written notification of a complaint/dispute, we immediately suspend all collection activity pending Account or case review. We enter the information into our Professional Practice Management Tracking System, which automatically emails our management team for prompt review. All notes and collection phone calls are reviewed to determine the validity of the complaint/dispute.

All phone calls into the MVBA call center are recorded. MVBA has the ability to email the City a call recording in a .wav file or other format upon request.

The tracking system monitors and sends automatic reminders to ensure the matter is resolved within a prescribed timeframe. If it is not resolved within that time, the system automatically escalates the matter to executive management. This means the City of Midland can be confident that matters are resolved timely.

- **WARRANT ROUND-UP AND/OR AMNESTY PROGRAMS**

MVBA assists all clients who participate in warrant round-up and/or amnesty programs. We mail special letters and conduct specialized telephone campaigns that have greatly increased collections for the courts. These specialized campaigns are used to supplement the efforts of each City and generate a greater response. MVBA also mails postcards on Account or cases not yet submitted for collections at no charge to the City. Upon request, MVBA assists with local media blasts including local publications and newspapers, billboards and other media sources and can provides door hangers and/or other notifications for your Warrant Officers or Police Department.

COLLECTION METHODOLOGY

PROJECT MANAGEMENT PLAN

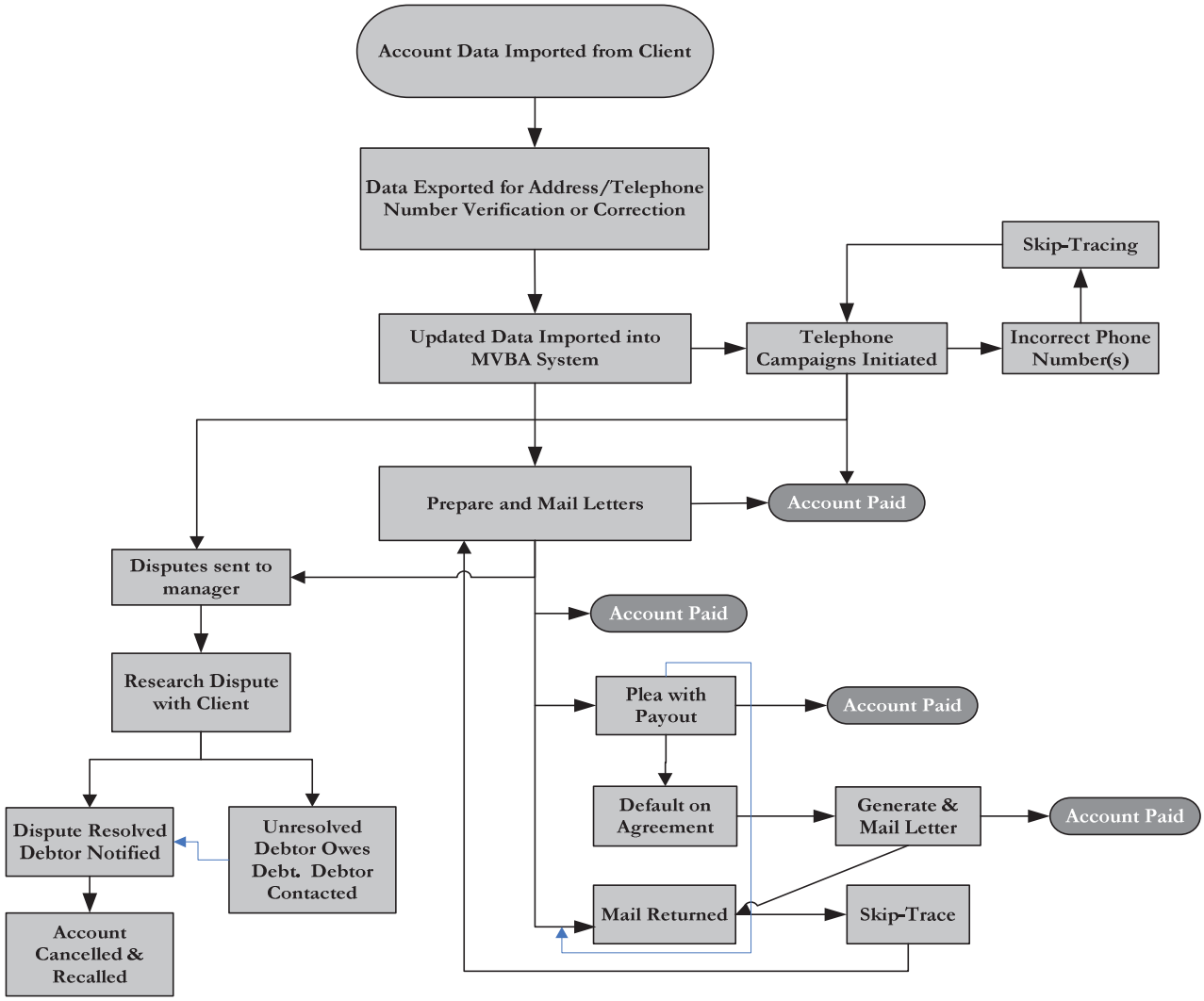
The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients similar to Midland. The City is assigned a qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, providing the city and City is ready to begin implementation. MVBA receives files electronically and processes these account files within 24 hours of receipt.

After a thorough pre-implementation meeting with MVBA staff and City staff, goals and timelines are established. Your MVBA Project Manager organizes internal processes within MVBA to accommodate the City's time-lines, guidelines and processes. Your MVBA Project Manager ensures your needs are considered every step of the way - from project implementation and throughout the execution of the contract. These steps include:

- Project planning and implementation meeting
- MVBA facilitation; internal set-up of client, secure FTP set-up
- Review of the court's work plan with MVBA staff
- Collaboration with City software vendor, testing
- Electronic File Transfer
- End-user training and tips on how to manage and transfer files
- Providing and reviewing with you a comprehensive procedures manual
- Ensuring your staff is comfortable and ready to begin the program
- Ongoing on-site consultation and reporting (monthly, quarterly or as frequently as needed).

COLLECTION PROGRAM FLOWCHART

The following flow chart illustrates MVBA's collection methodology in resolving outstanding Account or cases.



DETAILED COLLECTION PROCEDURES

1. MVBA accepts account data in any format. We have specially designed programs which provide the efficient import of data electronically. MVBA loads the data the day it is received. We verify the data received with the data which was loaded into our system. This comparison reduces the opportunity for error at the very beginning of the process. A full inventory of accounts received is then returned to the client for approval. After the client approves the "Inventory Report," letters are generated and mailed within 24 hours of approval.

2. Once the delinquent accounts are received and the inventory is approved, letter processes begin. MVBA will electronically export the data to our letter vendor who then processes it through the NCOA and skip-tracing partners. This data is examined for new or more deliverable addresses; this process may provide vital information such as phone numbers, dates of birth, and much more which will be used to further facilitate the collection process. Our database is then updated electronically with any new changes made by our skip-trace partners.

3. We understand that each client may have special circumstances or conditions that require special handling of accounts by our Contact Center Specialist. Therefore, each client is reviewed with the Specialists prior to receiving or initiating phone calls. Once this is completed, the accounts are placed in the queue and activated to begin making phone calls to these individuals. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.

4. Outbound telephone call campaigns through using our advanced dialing technology are initiated to provide a positive incentive to the individual that payment must be made on the delinquent account. Some of the features of our predictive dialer include:
    - **Seamless Predictive Dialing** increases Specialists' productivity up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously. This technology means that the Collection Specialists will only be connected to live persons bypassing bad numbers, fax numbers, operator intercepts and busy signals.
    - **Call Recording, Monitoring, Coaching and Conferencing lets** our Specialists and management team know what is happening in real time and records and archives efficiently for future use, training and review. All calls are recorded, allowing MVBA management to instantaneously review calls.
    - **PC Based Telephony** puts our phone functions right on the computer screen allowing for greatest flexibility.
    - **Call Transfer** allows our Specialists to easily transfer calls and the screen pop to any other Specialists logged onto the system to any IVR script or campaign.
    - **Call and Agent Reporting** provides real-time reports by Specialists and/or campaign using industry standard Crystal Reports so adjustments and enhancements can be made.

5. Our collection software provides our Specialists all the pertinent data on one screen for efficient reference.

- **Multiple Simultaneous Campaigns** means we can run several outbound and/or inbound campaigns together to maximize the strengths of the Specialists and optimize the line usage.
- **Administrator Features** provide the ability to set up collector logins and security rights, campaign management, change line allocation to maximize line usage, off-line reporting and more.
- **Real-Time Collection Software Updates** allow for immediate cancellation of paid or recalled Account or cases out of the dialer and prevents any unwarranted phone calls to a individual that has paid the account.
- **Immediate Screen Pop** provides individual name, address, phone number, and collection account information when contact is made. In addition, the customized work plan for each City also pops up on any given individual's Account or case. This allows the Specialists to promptly begin the collection process.

6. Once a contact has been made with a individual, our Specialists verify the name, address, telephone number and relevant information regarding the account. Any changes that need to be made are done at this time. The Specialists then follow a talk off which asks the individual to make immediate payment in full. The Specialist is trained to listen, be persuasive, courteous, and be empathetic for the individual. Specialists are trained to assist individuals seek sources for payment. If the individual claims they do not have the means to pay, or claim to be indigent, they are referred back to the City for other options to help dispose of their Account or case. We have found this approach to be very effective in collecting delinquent Account or cases.

7. Our Specialists understand payment agreements and promises to pay on an account. The collection software used by MVBA has the ability to input and track postdated payments, payment agreements, and promises to pay on a given date for individuals who cannot pay on the initial phone call. As the promised payment date approaches, our collection software monitors the event and prompts the collector to follow-up on the account to confirm that a payment will be made.

8. Accounts are placed in various sections for quick retrieval and follow up by the Specialist. For example: A individual which states that a money order or cashier's check is being mailed is placed into a "Hot" section for quick follow up, where the "Night Call" section tracks individuals that are deemed to be more reachable in the evening hours (in accordance with all Federal and State laws).

9. MVBA's accounting department posts and accounts for all monies received by our office and produces reports twice daily which are delivered by fax or e-mail to the appropriate client. This department also produces checks payable to the client weekly with a report which details individual's name, account number, date of payment, amount paid and an invoice for MVBA's fee. Should MVBA receive a payment for a pay to City only client, we forward the negotiable instrument to the client immediately, or if the City prefers, we are able to ACH funds from our Iolta account directly to the City's allocated depository the same day.

10. In the event a contact is not made, one of the following will occur depending on circumstances:
    - Answering machine: The Specialist will leave a message requesting a return phone call. The account is coded as leaving a message and a dated call back reminder is entered into the system.
    - No answer: The Specialists will code the account as no answer and a dated call back reminder is entered into the system.
    - Busy: The Contact Center System will automatically call this number back within set intervals designed by our firm. The account is coded as being busy.
    - Disconnected Number: The phone number is coded as disconnected. If another number is available, the next number will be called. In the event no number exists, the account will be forwarded to our skip tracing department for further research.
    - Wrong Number: The phone number is coded as being a wrong number and the next number is tried. If no number is available, the account is sent to our skip tracing department for further research.

11. Return mail is processed electronically and the account is updated. These accounts are coded as undeliverable in the system and then forwarded to our skip-tracing department for further research.

12. Skip-tracing is an integral part of our collection process. We take the unreachable account and begin batch processing and manually researching the individual in question. Once the individual is found, the new data is automatically documented in the system. A new address will trigger the account to get a new letter and a new phone number will trigger the account to be placed back into the dialer campaign.

13. Training of personnel is a key component of our collection program. Our Collection Specialists are required to maintain a working knowledge of the Fair Debt Collections Practice Act (FDCPA), State law compliance; effective telephone techniques and client account management. Our management team facilitates this training to provide the highest level of competency and consistency for our clients. All MVBA Collection Specialists and administrative staff are required to maintain certification through American Collectors Association International as a Certified Collection Specialist.

14. Internal review and productivity goals are another facet of our program. The MVBA floor supervisor routinely audits Specialist's accounts and recorded calls to ensure proper procedures are being followed and that the individual is being treated fairly. If the Specialist is not following MVBA's collection methodology, the Specialist is immediately re-trained and coached on becoming compliant with our collection approach. We also set collection goals for each Specialist. This allows the management team to evaluate collection results and the effectiveness of each Specialist. MVBA provides an incentive program directly related to Specialists collection performance.

ADDRESS RESEARCH AND SKIP-TRACING

Address Research

- Account or cases may be delinquent because the address of the individual is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent Account or cases are collected when proper attention is given to finding the correct address of a individual. Upon receipt of delinquent Account or case files, MVBA identifies Account or cases with multiple offenses and also links any other outstanding Account or cases within our database.

- Upon receipt of a file of delinquent Account or cases/accounts, MVBA processes the names of individuals through various electronic data research programs to obtain the latest address information.

- A Account or case with an incorrect address is identified on our computer record so that it will receive special attention.

- Through the use of these sources of information, MVBA is very successful in locating the correct addresses of individuals and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to obtain Social Security Numbers, Driver's License Numbers, phone numbers, and other pertinent information to locate individuals.

Skip-tracing

Skip tracing is one of the most important tools used to ensure successful recoveries. Account or cases are worked through an automated skip trace "waterfall" process. In the waterfall process, Account or cases flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the individual. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating individuals where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a

"hot key" so that all skip trace updates are just a keystroke away. Information updates include: The actual address and owner for each phone number supplied to us by the City, telephone numbers and owners associated with each address, names, addresses, and phone numbers for nearbys; and names, addresses, and phone numbers for "surname" matches by region.

MVBA uses numerous licensed information sources. Some of those used include; TransUnion TLOxp, Lexis Nexis, IDI Core, Accumail, Choice Point, National Change of Address database, and Credit Bureau headers.

INDIVIDUAL NOTIFICATION

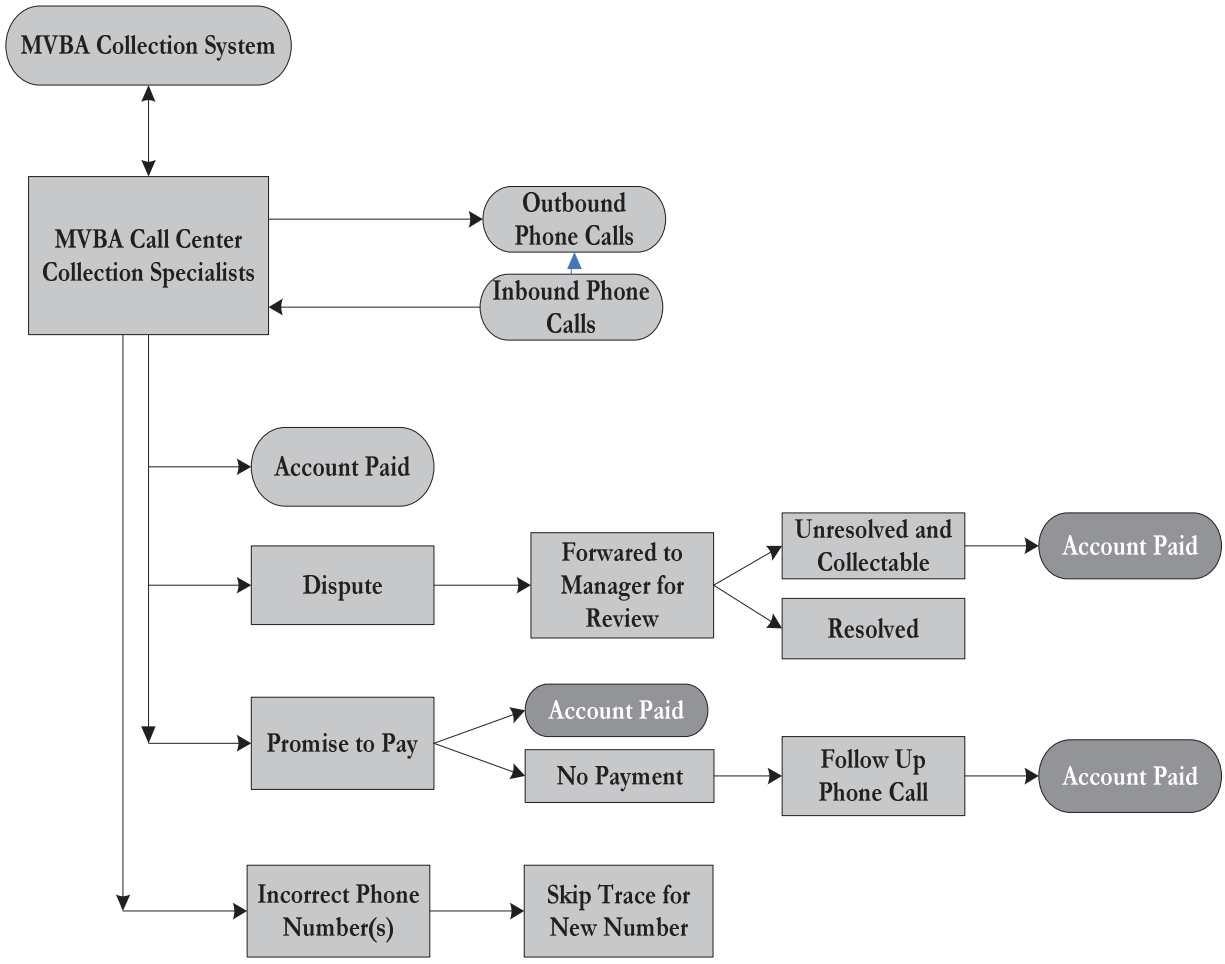
Written Notification

- Written notices are mailed to individuals informing them that McCreary, Veselka, Bragg & Allen, P. C., Attorneys at Law, has been retained to collect the debts listed, apprise the individual of their obligation and provide information for making payment.
- Written notices contain a unique reference number and individuals can go to MVBA's 24/7 website to make inquiries, where they are directed to the Court's website for payment options.
- MVBA monitors delinquent notices to ensure deliverability by the Post Office. Additional research is conducted on returned mail and new notices are promptly sent when new addresses are located.

Telephone Notification

- MVBA's computerized Contact Center enables our trained professional staff, through the use of our predictive dialer, to contact individuals. Utilizing this technology, our collection specialists are able to increase actual contacts by up to 400%, thereby, increasing Account or case resolution and revenue for our clients.
- MVBA provides a toll-free phone number to individuals seeking additional information or information on how to make payment.
- The contact center operates Monday through Friday from 8 am to 7 pm.
- When a new telephone number is identified it is immediately placed back into the dialer que and added to the dialer campaign schedule.
- MVBA provides bilingual collection specialists.
- MVBA's Latitude software automatically monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid accounts.

FINES AND FEES CONTACT CENTER FLOWCHART



RESPONDING TO INDIVIDUAL INQUIRIES

Letters always result in numerous phone calls from individuals. MVBA provides a toll-free number for the individual's use. MVBA staff members will answer individual telephone calls and respond to the most common questions and concerns. Attorneys are available to speak with any individual who has a question beyond the experience or knowledge level of our professional staff.

Individual disputes shall abide by the policy of your court. MVBA provides individuals with the Firm's address and toll-free phone number enabling them to contact us to discuss the notice. Each individual is treated with respect and courtesy. The individual is asked to provide proof when they state that they have paid or made restitution for an offense. Files are noted with a "dispute status" and the individual is given an opportunity to provide the information. Written correspondence relating to a dispute is forwarded to the City for their records. In some Account or cases additional information may be asked for to provide the individual.
Should the City remove the balance due from the Account or case, the information is posted to the computer file and the Account or case is closed in our system. There are no fees due MVBA on Account or cases where money has not been collected. Persons who indicate they are indigent are referred to the City for community service and/or other City ordered means for clearance.

While administering an effective aggressive collection program, the Firm's philosophy is predicated on ensuring that each individual is treated with courtesy and respect. Every call and letter will be answered. All help and assistance, **short of legal advice**, will be provided to the individual. Collections are the major goal of our efforts, but good relations with the individuals are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the individual and the City.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the individual as much as it applies to the City. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the City complaint file. Senior Management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the City to assure that the matter is resolved to both the City's and the individual's satisfaction, using both written and verbal communications.

Each and every phone call into or outbound at the MVBA Contact Center is recorded. This is part of our ongoing commitment to transparency. Should the City request a recording of a call, we can provide you a copy of the recording almost instantaneously in a .wav file or other standard file format.

NON ENGLISH SPEAKING INDIVIDUALS

Individuals who do not speak or understand the English language will be assisted by a staff member who is fluent in the Spanish language. MVBA's contact center is ninety percent (90%) bi-lingual. Our Contact Center Supervisor, Cathleen Smith, is multi-lingual speaking five languages including Spanish. In addition MVBA employs bi-lingual (Spanish) attorneys, client service coordinators and administrative staff. This ensures there are no language barriers when communicating with MVBA.

MVBA's staff in Round Rock has sixteen who are fluent in English and Spanish:

e. CORRESPONDENCE

Letters are mailed on the law firm's letterhead and are designed to immediately grab attention. Letters are subject to the approval of the court. MVBA is able to customize letters to meet each client's specific needs.

Delinquent notices:

- Identify the client with whom the individual has an outstanding offense
- Inform the individual their matter has been referred to our law firm pursuant to Article 103.003 of the Texas Code of Criminal Procedure
- List all outstanding Account or cases, nature of each offense and each offense amount and the total amount due
- Provide information on how to contact the firm with questions via our toll-free number and;
- Provide information on how to make payment and;
- Provide MVBA hours of operation

TELEPHONY TECHNOLOGY

PREDICTIVE DIALER AND INTERACTIVE VOICE RESPONSE (IVR)

Through our LiveVox software and our advanced dialing technology, our collection specialists can successfully complete up to 250 calls per shift. In addition, the software as the ability to complete up to 12,000 calls per day, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA's Collection Software. Our system screens out busy signals, no answers, operator responses, and updates the Account or cases for call backs at another time. It anticipates how long a collection specialist will be on each call, and has the next caller on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized so that the outbound dialing speed is automatically adjusted to be sure there are no "dead zones" when the called party answers, thereby eliminates hang-ups and increases productive contacts.

One of the most productive aspects of our dialing technology architecture is that the system is co-resident with our Latitude Software. Every collector is connected to the dialing software through our collection system which eliminates any restrictions on the number of collection specialists allowed on a call campaign at one time.

All phone numbers provided by client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are also verified as either landline or cell phone. We use state of the art dialing technology for all of the landlines. Cell phones are placed in this technology once consent is received from the individual. There are no "Robo Calls". All calls are attended by a professional collection specialist and once a number is answered, either live or voicemail, the specialist takes the call over to talk with the individual or to leave the message. There is no wait time between the time the call is answered and the time the specialist takes over the call.

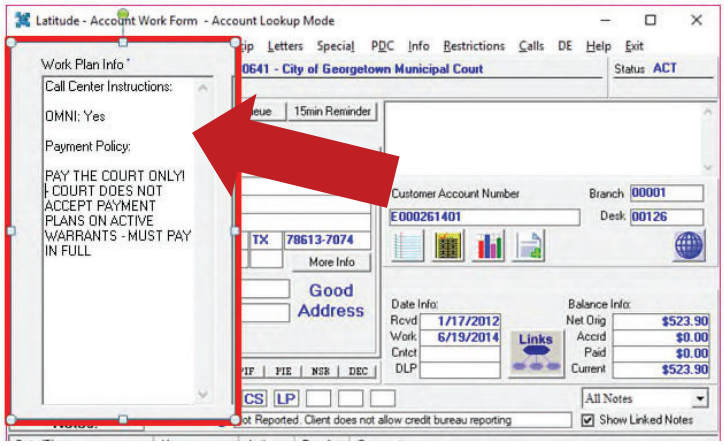
Cell phones with no consent are manually dialed by the collection specialist during designated daily campaigns. All calls are compliant with the Fair Debt Collection Practices Act (FDCPA) and Telephone Consumer Protection Act (TCPA) as well as Texas Debt Collection Act and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws or changes as well as professional techniques.

PHONE SCRIPTS

While phone scripts are useful in standardizing the approach of verifying information and following regulatory guidelines, our philosophy is predicated on coaching the individual in finding the means to resolve their outstanding Account or case with the City. Our Collection Specialists receive extensive training in how to help individuals resolve their pending Account or cases. All courts are different in their policies and procedures and MVBA has quality control checks in place that ensure we are acting as an arm of the City and communicating each court's specific instructions.

Upon implementation of our services, your MVBA Project Manager consults with City staff and creates a customized work plan based on the court's policies and preferences. This information is carefully documented and reviewed with our Collection Specialists ***before*** phone calls are initiated. When our Collection Specialists receives an inbound call or initiates an outbound call, the individual's Account or case information pops up on their screen. Along with all the pertinent data regarding the delinquent Account or case, the specific court's work plan appears on the screen. This ensures that our Collection Specialists are always providing individuals with correct information in their options to resolve their Account or case.

Below is an example of one court's work plan and what appears on the Collection Specialist's screen. As much information as the client requires is included in the work plan for the Collections Specialists. The Collection Specialist relays this information to the individual, and then provides the telephone number and/or website information of the City should they accept payment online. MVBA Collection Specialists can also process payment on behalf of the individual on the court's payment website while the individual is on the phone.



WARRANT ROUND-UP METHODOLOGY

MVBA has extensive experience in working with our clients in warrant round-ups as well as amnesty programs. MVBA assists all clients annually who decide to participate in the Great Texas State-wide Round-up as well as localized warrant round-ups or amnesty programs. Your MVBA Project Manager and Client Service Coordinators meet with the City personally to coordinate with the City and identify specific opportunities for enhancing your warrant round-up.

Historically over the years, MVBA's Warrant Round-up methodology has followed the guidelines as set forth annually by the City of Austin. We have followed the calendar of events set forth including announcements, press releases, and date of initial mailings. In 2018 the City of Austin elected to discontinue its involvement and leadership role in this event. Many of our clients elected to not participate in this annual event as a result. North Texas was not affected much with this change and continued to move forward as a leader and MVBA followed their calendar of events in coordinating our mailings and phone campaigns. We proactively sent out pre-warrant round up memos to clients with target dates for mailings and surveyed all clients as to whether they are participating or whether they wished to be excluded from our mailings and phone campaigns.

Each year we mail special letters and conduct telephone campaigns that have greatly increased collections for the courts. These specialized mailings and telephone campaigns are used to supplement the efforts of each City and generate a greater response. Additionally, to further reduce costs accrued and to help increase efficiencies, MVBA can also mail round-up postcards on behalf of our clients, at no charge, for Account or cases that have *not yet* been placed for collections. MVBA assists clients seeking assistance in getting the word out through various media streams including; local publications, billboards, door hangers or other tools.

MVBA assists our clients that initiate their own warrant round-up or amnesty programs. Our methodology is directed by the specifics of the localized round-up. Custom letters are created and mailed in direct correlation to the calendar of the local round-up. In both the Statewide Round-up and localized round-ups or amnesty campaigns, MVBA provides these services at no cost to the City:

- ***Post cards and letters on collection accounts***
- ***Post card mailings on pre-collection Account or cases***
- ***Skip-tracing done beforehand on all mailings***
- ***Updated address lists provided to client***
- ***Phone campaigns***
- ***Media blasts***

MVBA understands that the main objective of a round-up is to increase Account or case closures by payment or City appearance in an effort to resolve Account or cases. Our objective is to make contact with the individual and help motivate them to satisfy their commitment to the City ***before an arrest occurs***.

MVBA mails notifications and initiates dialer campaigns for our clients. Typically, we stagger 3 mailings (two mailings before the round-up and one immediately after the round-up begins). Our computer system flags Account or cases that are not in warrant and only sends notices on Account or cases that are in active warrant status. Before and during the Warrant Round-up, we continually run phone campaigns to get the word out and encourage individuals to avoid arrest and pay their warrant or appear before the City before the round-up period begins.

MVBA also provides pre-collection notifications on our clients' behalf on Account or cases not yet turned over to MVBA for collection. MVBA absorbs all costs for these notices including material, postage, and production. This service is offered to help alleviate the financial burden, as well as personnel resources required, for courts sending notices in-house - thus reducing costs and increasing efficiencies. This service has proven very effective for our clients. When MVBA provides this service your Account or cases are automatically skip-traced before the notices are mailed, thereby reducing the amount of return mail and increasing the chances of the notice reaching the intended individual.

MVBA works with each client who needs assistance with media blasts and provides the resources to assist in getting the word out. Some of these campaigns include; newspaper and/or other publications, billboards, and many other various media streams. MVBA is committed to providing these services at the discretion of the City based on its requirements at no cost to the City.

COORDINATION WITH CITY MARSHALS AND/OR WARRANT OFFICERS

MVBA is the first and longest standing sponsor of the Texas Marshals Association. While we understand the City doesn't currently employ City Marshals or Warrant Officers, should this change, we understand the coordination between the Marshal or Warrant Officer and MVBA, as well as the City and MVBA, is vital in creating a successful collection program. The collection program is designed to work in conjunction with law enforcement dedicated to serving warrants.

City Council Meeting

Item Number: 10.
Meeting Date: June 9, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH ALLEN TEINERT CONSTRUCTION COMPANY DBA TEINERT CONSTRUCTION WITH A GUARANTEED MAXIMUM PRICE NOT TO EXCEED $20,647,913.00 FOR THE CONSTRUCTION OF PHASE 2 OF THE BEAL PARK RENOVATION AND CONSTRUCTION PROJECT; APPROVING $1,000,000.00 FOR PROJECT-RELATED EXPENSES; ACCEPTING, TRANSFERRING, AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution accepting the guaranteed maximum price of $20,647,913.00 for the construction of Beal Park Phase II project provided by Allen Teinert Construction Co dba Teinert Construction and an additional 5%, or $1,000,000.00, is requested for project related costs that will arise, such as material testing and required utility connections. The remaining funding needed to complete Phase 2 development is $694,400.00 for the playground equipment and $374,296.00 for the Musco lighting for the additional soccer fields. This brings the total funding for Phase 2 to $22,716,609.00. The sum of $2,500,000 is available for Phase II in the Beal Park Renovation Project. The sum of $7,716,609 will be appropriated in the Parks Bond fund; the sum of $5,000,000 is available in the Hotel Motel Fund and will be transferred and appropriated to the Beal Park Renovation Project. Following the execution of construction contracts with the Beal and Scharbauer Foundations, and upon receipt of the foundations' donations, $5,000,000 will be appropriated to the Beal Park Renovation Project. One year following the initial donation, another $2,500,000 will be received from the Scharbauer Foundation and appropriated to the Beal Park Renovation project in June 2027.

Recommended Action:
Approve

Fiscal Impact:
The sum of $2,500,000 is available for Phase II in the Beal Park Renovation Project. The sum of $7,716,609 will be appropriated in the Parks Bond fund; the sum of $5,000,000 is available in the Hotel Motel Fund and will be transferred and appropriated to the Beal Park Renovation Project. Following the execution of construction contracts with the Beal and Scharbauer Foundations, and upon receipt of the foundations' donations, $5,000,000 will be appropriated to the Beal Park Renovation Project. One year following the initial donation, another $2,500,000 will be received from the Scharbauer Foundation and appropriated to the Beal Park Renovation project in June 2027.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Resolution 2025-143 selected Allen Teinert Construction Co dba Teinert Construction of Lubbock, Texas as the construction-manager-at-risk for the Beal Park phase 2 development project: Teinert has worked hand-in-hand with city staff and Dunaway, the project consultants, to provide on-going value engineering throughout the design process. Teinert Construction has successfully worked to provide pre-construction services. Staff recommends accepting the guaranteed maximum price of $20,647,913.00 for the construction of Beal Park Phase II project provided by Allen Teinert Construction Co dba Teinert Construction and an additional 5%, or $1,000,000.00, is requested for project related costs that will arise, such as material testing and required utility connections. The remaining funding needed to complete Phase 2 development is $694,400.00 for the playground equipment and $374,296.00 for the Musco lighting for the additional soccer fields. This brings the total funding for Phase 2 to $22,716,609.00.

Please see the attached recommendation memo from Laurie Williams, Parks and Recreation Director, for additional information.

Attachments:
A. 6092026Beal2CMARSupportingmemo
B. Reso - Accept Guaranteed Max Price - Beal Park Phase II Construction Reso
C. Contract 26004866

Carolina Jimenez, General Services	Created/Initiated - 5/29/2026
Regina Stephenson, General Services	Approved - 5/29/2026
Christy Weakland, Finance	Approved - 5/29/2026
Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/3/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

Parks Division
Interoffice Memorandum

Date: June 9, 2026
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Construction Manager at Risk for Beal Park Project Phase 2

The City of Midland issued a Request for Proposals to engage a Construction Manager at Risk (CMAR) to provide pre-construction and construction services for the Phase 2 development at Beal Park. This phase of the project entails specialized construction of amenities including a splash park, an amphitheater, a playground, soccer fields, and parking areas.

The CMAR will ensure the project is completed within the allocated budget and within the proposed schedule, providing the best value to the City of Midland. Three firms submitted proposals, and the evaluation team then asked for a best and final offer from the firm that they agreed was best qualified to move forward as the Construction Manager at Risk (CMAR). Last October, Teinert Construction was selected to be the CMAR for the Beal Project and a contract for the pre-construction services in the amount of $15,000 was executed following City Council approval.

Teinert has worked hand-in-hand with city staff and Dunaway, the project consultants, to provide on-going value engineering throughout the design process. Teinert Construction has successfully worked to provide the following pre-construction services:

- Cost estimating during all design stages
- Budgeting
- Scheduling for the pre-construction and construction phases of the project
- Participation in all programming, design, and project meetings and reviews
- Subcontractor prequalification, solicitation, and bidding

At this time, staff recommends moving forward with Teinert Construction to provide the necessary construction services to include:

- Procure and furnish all materials, equipment, tools, services, and labor required to complete the work
- Conduct regular progress/coordination meetings
- Prepare and submit monthly cost and schedule updates

Teinert has submitted the Guaranteed Maximum Price for the Phase 2 Beal Park project totaling $20,647,913. An additional 5%, or $1,000,000, is requested for project related costs that will arise, such as material testing and required utility connections. The remaining funding needed to complete Phase 2 development is $694,400 for the playground equipment and $374,296 for the Musco lighting for the additional soccer fields. This brings the total funding for Phase 2 to $22,716,609.

The following private donations totaling $10 million have been committed for the Phase 2 construction:

Beal Foundation $2,500,000	Phase 2 at executed construction contract
Scharbauer Foundation $2,500,000	Splash Park at executed contract by 6/30/26
Scharbauer Foundation $2,500,000	Splash Park – one year after first donation
FMH Foundation $1,000,000	Amphitheater
Exxon-Mobil $1,500,000	Playground

The total amount of $22,716,609 for the Construction of Beal Park Phase 2 will be funded as follows:

Donated funds available in Project 900464-097	$2,500,000
Donated funds to be received after contract is signed	$7,500,000
Hotel-Motel funds	$5,000,000
Funds available in Fund 126	$7,716,609

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH ALLEN TEINERT CONSTRUCTION COMPANY DBA TEINERT CONSTRUCTION WITH A GUARANTEED MAXIMUM PRICE NOT TO EXCEED $20,647,913.00 FOR THE CONSTRUCTION OF PHASE 2 OF THE BEAL PARK RENOVATION AND CONSTRUCTION PROJECT; APPROVING $1,000,000.00 FOR PROJECT-RELATED EXPENSES; ACCEPTING, TRANSFERRING, AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Council approved Resolution No. 2024-086 authorizing the execution of a professional services agreement with Dunaway Associates LP for architectural, landscape, and engineering services for Phase 2 and Phase 3 of the Beal Park Renovation and Construction Project (the "*Project*"); and

WHEREAS, the City Council approved Resolution No. 2025-143 authorizing: (1) the selection of Allen Teinert Construction Company DBA Teinert Construction ("*Contractor*") as the construction manager-at-risk for Phase 2 of the Project; (2) the execution of an agreement with Contractor for pre-construction services for Phase 2 of the Project; and (3) the negotiation of an agreement with Contractor to provide construction manager-at-risk services for Phase 2 of the Project; and

WHEREAS, Dunaway Associates LP has completed design development documents for Phase 2 of the Project and a Guaranteed Maximum Price of $20,647,913.00 has been established for the construction of Phase 2 of the Project based on said documents; and

WHEREAS, the City Council finds that additional work, expenses, and services associated with the construction of Phase 2 of the Beal Park Improvements Project and not factored into the Guaranteed Maximum Price are estimated to cost $2,068,696.00; and

WHEREAS, the City Council finds that the Guaranteed Maximum Price proposed by Contractor for construction of Phase 2 of 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 with a Guaranteed Maximum Price not to exceed $20,647,913.00 for construction of Phase 2 of the Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $1,000,000.00 for Project-related expenses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor with a Guaranteed Maximum Price of $20,647,913.00 for construction of Phase 2 of the Project. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this resolution.

SECTION TWO. That the amount of $1,000,000.00 is hereby approved for Project-related expenses.

SECTION THREE. That the following amounts shall be transferred from the following funds and appropriated to the Beal Park Renovation Project:

- $7,716,609.00 from the Parks Bond fund; and
- $5,000,000.00 from the Hotel Motel fund.

SECTION FOUR. That all grants related to the Project shall be accepted upon receipt by the City of Midland and appropriated to the Beal Park Renovation Project, including the following:

- $2,500,000.00 from The Beal Foundation; and
- $5,000,000.00 from Scharbauer Foundation, Inc. (consisting of two payments of $2,500,000.00).

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Contractor in accordance with the terms of the above-referenced contract from funds appropriated herein 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. 26004866

THIS CONTRACT, effective the 10th day of June 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Allen Teinert Construction Co dba Teinert Construction hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 20,647,913.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary as the construction manager-at-risk for the construction of Beal Park Phase II. 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 600 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 ONLYAS 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 Allen Teinert Construction Co dba Teinert Construction., 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 _____

TEINERT CONSTRUCTION

Midland Beal Park
GMP Recap

Bid Date: 5/26/26
Permittable Site SF: 1,503,398 sf
Schedule: 18.0 mo

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
						-
General Requirements						-
	General Conditions		707,204	707,204	Teinert	0.47
	CM Contingency		250,000	250,000	Allowance	0.17
	Owner Contingency		By Owner	0	By Owner	-
				0		-
Cost of Work				0		-
	Building Permit		By Owner	0	By Owner	-
	Plan Review		By Owner	0	By Owner	-
	Final Clean		45,338	45,338	COW	0.03
	Site Layout and Surveying		42,500	42,500	COW	0.03
	Quality Control Inspections		15,698	15,698	COW	0.01
	Temporary Site Fencing & Barricades		85,968	85,968	COW	0.06
	Dumpsters and Haul Off		57,600	57,600	COW	0.04
	Tree Protection Fencing		21,436	21,436	COW	0.01
	Rough Clean Up		32,987	32,987	COW	0.02
	Hoisting & Materials Transport		64,987	64,987	COW	0.04
	Spoils Haul Off		25,669	25,669	COW	0.02
	Procore Costs		85,000	85,000	COW	0.06
				0		-
Sub Contract Work				0		-
				0		-
02 41 00	DEMOLITION		w/ Earthwork	0	Seals	-
				0		-
03 10 00	CONCRETE FORMING		3,641,257	3,641,257	Seals	2.42
03 10 00	CONCRETE FORMING AND ACCESSORIES		w/ Concrete	0	Seals	-
03 20 00	CONCRETE REINFORCING		w/ Concrete	0	Seals	-
03 30 00	CAST-IN-PLACE CONCRETE		w/ Concrete	0	Seals	-
	ASPHALT PAVING		612,507	612,507	Pavecon	
				0		-
04 05 13	MASONRY MORTARING		766,474	766,474	Woodstock	0.51
04 20 00	UNIT MASONRY		w/ Masonry	0	Woodstock	-
04 43 13	MASONRY VENEER		w/ Masonry	0	Woodstock	-
				0		-
05 01 00	MISCELLANEOUS METALS		124,325	124,325	Teinert	0.08
05 12 00	STRUCTURAL STEEL FRAMING		1,745,468	1,745,468	Ray Steel	1.16
	STRUCTURAL STEEL ERECTION		375,850	375,850	BA	
05 12 13	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FRAMING		w/ Steel	0	Ray Steel	-
05 31 00	METAL DECKING		w/ Steel	0	Ray Steel	-
05 31 00	STEEL DECKING		w/ Steel	0	Ray Steel	-
05 40 00	COLD FORMED METAL FRAMING		w/ Drywall	0	SouthTech	-
05 53 13	BAR GRAFTING		w/ Steel	0	Ray Steel	-
05 73 00	DECORATIVE METAL RAILINGS		w/ Steel	0	Ray Steel	-
				0		-
06 10 00	ROUGH CARPENTRY		14,998	14,998	Teinert	0.01
06 16 00	SHEATHING		w/ Rough Carpentry	0	Teinert	-
				0		-
07 13 26	SHEET WATERPROOFING MEMBRANE		113,454	113,454	Monterey	0.08
07 13 26.1	SELF-ADHERING SHEET WATERPROOFING		w/ Waterproofing	0	Monterey	-
07 21 00	THERMAL INSULATION		w/ Waterproofing	0	Monterey	-
07 21 19	FOAMED IN PLACE INSULATION		w/ Drywall	0	SouthTech	-
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS		w/ Waterproofing	0	Monterey	-
07 41 13.13	FORMED METAL ROOF PANELS		115,307	115,307	Weathershield	0.08
07 62 00	SHEET METAL FLASHING AND TRIM		w/ Roofing	0	Weathershield	-
07 84 13	PENETRATION FIRESTOPPING		12,550	12,550	Teinert	0.01
07 84 43	JOINT FIRESTOPPING		w/ Firestopping	0	Teinert	-
07 92 00	JOINT SEALANTS		w/ Waterproofing	0	Monterey	-
				0		-
08 11 13	HOLLOW METAL DOORS AND FRAMES		53,090	53,090	WBS	0.04
08 71 00	DOOR HARDWARE		w/ Doors	0	WBS	-
	DOOR INSTALL		9,750	9,750	Teinert	
08 80 00	GLAZING		9,800	9,800	Midwest	0.01
08 91 19	FIXED LOUVERS		w/ HVAC	0	Parkis	-
				0		-
09 29 00	GYPSUM BOARD		134,083	134,083	SouthTech	0.09
09 30 13	CERAMIC TILING		Excluded	0	Excluded	-
09 65 13	RESILIENT BASE AND ACCESSORIES		Excluded	0	Excluded	-
09 91 23	TYPICAL PAINTING		54,613	54,613	Pesina	0.04
	SEALED CONCRETE		25,000	25,000	Allowance	0.02
				0		-
	SIGNAGE		21,069	21,069	Sign Express	0.01

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
104416	FIRE EXTINGUISHERS		42,775	42,775	WBS	0.03
	TOILET ACCESSORIES		w/ Specialties	0	WBS	
				0		-
	PLAYGROUNDS		773,726	773,726	Exerplay	0.51
				0		-
13 10 00	WATER FEATURES		5,018,661	5,018,661	OTL	3.34
				0		-
22 05 00	COMMON WORK RESULTS FOR PLUMBING		320,831	320,831	A&L	0.21
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING		w/ Plumbing	0	A&L	-
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING		w/ Plumbing	0	A&L	-
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING		w/ Plumbing	0	A&L	-
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		w/ Plumbing	0	A&L	-
22 05 33	HEAT TRACING FOR PLUMBING SYSTEMS		w/ Plumbing	0	A&L	-
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT		w/ Plumbing	0	A&L	-
22 07 19	PLUMBING PIPING INSULATION		w/ Plumbing	0	A&L	-
22 11 16	DOMESTIC WATER PIPING		w/ Plumbing	0	A&L	-
22 13 16	SANITARY WASTE AND VENT PIPING		w/ Plumbing	0	A&L	-
22 33 00	ELECTRIC, DOMESTIC-WATER HEATERS		w/ Plumbing	0	A&L	-
				0		-
23 00 00	BASIC MECHANICAL MATERIALS AND METHODS		168,947	168,947	Parkis	0.11
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT		w/ HVAC	0	Parkis	-
23 05 29	HANGERS AND SUPPORTS FOR HVAC EQUIPMENT		w/ HVAC	0	Parkis	-
23 05 48	VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT		w/ HVAC	0	Parkis	-
23 05 53	IDENTIFICATION FOR HVAC EQUIPMENT AND DUCT		w/ HVAC	0	Parkis	-
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC		w/ HVAC	0	Parkis	-
23 07 10	HVAC EQUIPMENT INSULATION		w/ HVAC	0	Parkis	-
23 07 13	DUCT INSULATION		w/ HVAC	0	Parkis	-
23 33 00	AIR DUCT ACCESSORIES		w/ HVAC	0	Parkis	-
23 34 23	HVAC POWER VENTILATORS		w/ HVAC	0	Parkis	-
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES		w/ HVAC	0	Parkis	-
23 74 13	PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS		w/ HVAC	0	Parkis	-
23 81 26	DUCTLESS SPLIT-SYSTEM AIR-CONDITIONERS		w/ HVAC	0	Parkis	-
23 82 39	PROPELLER UNIT HEATERS		w/ HVAC	0	Parkis	-
				0		-
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL		1,513,419	1,513,419	Jomar	1.01
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES		w/ Electrical	0	Jomar	-
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		w/ Electrical	0	Jomar	-
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		w/ Electrical	0	Jomar	-
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS		w/ Electrical	0	Jomar	-
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS		w/ Electrical	0	Jomar	-
26 22 00	LOW-VOLTAGE TRANSFORMERS		w/ Electrical	0	Jomar	-
26 24 16	PANELBOARDS		w/ Electrical	0	Jomar	-
26 27 26	WIRING DEVICES		w/ Electrical	0	Jomar	-
26 28 13	FUSES		w/ Electrical	0	Jomar	-
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS		w/ Electrical	0	Jomar	-
26 51 19	LED INTERIOR LIGHTING		w/ Electrical	0	Jomar	-
26 56 19	LED EXTERIOR LIGHTING		w/ Electrical	0	Jomar	-
				0		-
31 00 00	EARTHWORK		w/ Concrete	0	Seals	-
31 14 13	TOPSOIL STRIPPING AND STOCKPILING		w/ Concrete	0	Seals	-
31 23 00	EXCAVATING AND FILL		w/ Concrete	0	Seals	-
31 25 00	EROSION AND SEDIMENTATION CONTROL		73,475	73,475	Vtech	0.05
	TERMITE CONTROL		733	733	Gafford	0.00
31 66 15	HELICAL FOUNDATION PILES		w/ Concrete	0	Getman	-
				0		-
32 14 13	FLAGSTONE PAVERS		w/ Masonry	0	Woodstock	-
32 17 23	PAVEMENT MARKINGS		w/ Asphalt	0	Pavecon	-
32 18 13	SITE FURNISHINGS		Excluded	0	Excluded	-
	SITE FURNISHINGS INSTALL		Excluded	0	Excluded	-
32 80 00	IRRIGATION		1,752,602	1,752,602	Extreme	1.17
32 91 13	SOIL PREPARATION		w/ Landscaping	0	Extreme	-
32 92 19	HYDRAULIC SEEDING		w/ Landscaping	0	Extreme	-
32 92 23	SODDING		w/ Landscaping	0	Extreme	-
32 93 00	PLANTS		w/ Landscaping	0	Extreme	-
32 99 01	RAIN GARDEN		w/ Landscaping	0	Extreme	-
	FENCING		249,215	249,215	Monarch	
				0		-
33 00 00	SITE UTILITIES		433,386	433,386	Entrench	0.29
				0		-
	SUBTOTAL		**19,611,752**	**19,611,752**		13.04

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
	SUBTOTAL			19,611,752	**<<OK>>**	13.04
	Sales Tax			EXEMPT		
	Builders Risk Metal Non-Combustible	0.015%		52,952		
	General Liability & Other Insurance	0.660%		129,438		0.09
	SUBTOTAL			19,794,141	**<<OK>>**	13.17
	Fee	3.500%		692,795		0.46
	GMP TOTAL			**20,486,936**		**13.63**
	Payment and Performance Bond			160,977		
	GMP TOTAL w/BOND			**20,647,913**		**13.73**

ALTERNATE 1: Walkway to Include Proposed Art Feature

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	$/sqft
				0		-
	Art Feature Material Allowance		1,500,000	1,500,000		
	Art Feature Installation Allowance		500,000	500,000		
				0		-
				0		-
	SUBTOTAL		**2,000,000**	**2,000,000**		1.33
					add check	-
	SUBTOTAL			2,000,000	**<<OK>>**	1.33
	Builder's Risk Insurance	*0.015%*		5,400		0.00
	General Liability & Other Insurance	*0.660%*		13,200		0.01
				0		-
	SUBTOTAL			2,018,600	**<<OK>>**	1.34
	Fee	*3.500%*		70,651		0.05
	TOTAL ALTERNATE #1			**2,089,251**	**<<OK>>**	1.39
	Payment and Performance Bond			31,339		
	Alternate TOTAL w/BOND			**2,120,590**		**1.41**

Attachment 02

City of Midland Beal Park Phase 2
Midland, TX
5.29.26

Assumptions and Clarifications

This Guaranteed Maximum Price (GMP) is based on reasonable assumptions and incorporates only certain costs and expenses that Teinert Construction. (TEINERT), the Contractor, expects will be incurred in construction of the Work.

TEINERT has listed below the assumptions and clarifications that have been considered so that all parties understand what is and what is not included in the GMP. Where actual events or conditions on the project differ from the assumptions and clarifications listed below, the estimate may require adjustments for the resulting changes. These assumptions and clarifications are specifically used to establish the basis of the GMP and are also intended to clarify and take precedence over details or items shown in the Contract Documents if there is a discrepancy between or among any of them. The decision as to whether a discrepancy exists between these assumptions and clarifications and the Contract Documents shall be determined in good faith by the City of Midland, Texas (Owner), in its sole but reasonable discretion.

General Assumptions

1. The GMP is based on these Assumptions and Clarifications and the Contract Documents as prepared by Dunaway and their consultants as listed and dated in Plans and Specifications (Attachment 03), which is hereby fully incorporated by reference.

2. Design Professional Responsibility:
    a. The Contractor shall perform the Work in accordance with the Contract Documents and is entitled to rely upon the accuracy and completeness of the drawings and specifications prepared by the Architect and/or Engineer of Record.
    b. The Contractor's obligations are limited to construction means, methods, techniques, sequences, and procedures, and to field verification of existing conditions as expressly required by the Contract Documents. The Contractor shall not be responsible for redesign, correction of design errors, or costs arising from defective plans or specifications except to the extent such error was both obvious and not timely reported.
    c. Any additional costs, delays, or impacts resulting from design errors, omissions, or inconsistencies shall constitute a Change in the Work entitling the Contractor to an equitable adjustment in Contract Time and/or Contract Sum, as applicable.

3. The Contractor's Builders Risk Insurance is included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .015% of the cost of the change.

4. The Contractor's General Liability, Umbrella Liability, and Professional Liability are included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .66% of the cost of the change.

5. An Owner's Protective Liability Insurance Policy will not be provided by TEINERT.

6. Payment and Performance Bond is included.

7. There is a Contractor's Contingency Allowance included in the GMP valued at $250,000. This contingency will be used by Teinert in accordance with the General and Supplementary Conditions of the Construction Manager at-Risk Agreement. 100% of the remaining balance in this Contingency Allowance shall be returned to the Owner upon completion of the project.

8. The GMP is based on the Job Site being free from hazardous and contaminated materials included contaminated water and soil regardless of classification. Hazardous and contaminated materials testing, monitoring and abatement, as well as any required environmental investigations and insurance, if required, are not included in the GMP.

9. Any State Highway permits, public street permits or temporary rights-of-way are not included in the GMP as none are known to be required.

10. The GMP excludes fees for City of Midland Building permit fees.

11. The GMP excludes any City of Midland impact fees.

12. The order of precedence of the documents in the event that there is a conflict between documents is:
    a. Future Contract Amendments
    b. Agreement between Owner and Contractor, containing these Assumptions and Clarifications and Attachments (Exhibits) herein, and Supplemental Conditions to the GMP and General Conditions
    c. Drawings and Specifications as prepared by the Architect/Engineer

13. The GMP includes several Allowances for the various parts of the Work. When cost to cover the scope for these allowances is committed, 100% of any savings hall be returned to the Owner. Conversely, Owner shall pay for 100% of any overages. Specifically, these allowances are as follows:

CM Contingency	$250,000
Sealed Concrete at Restrooms	$25,000

14. The GMP includes several line items labeled "COW" which means "cost of work." Construction Manager shall bill these items at actual cost with proper documentation and invoice back-up each month. COW line items may have funds transferred between them, but Owner will not pay overage if all COW items are expended. Conversely, 100% of any savings of COW items will be returned to Owner upon completion of the project.

15. Due to the volatility in the market on a local and global scale, price increases and delayed lead times for materials may occur during construction. Subcontractors/Vendors and Teinert are not responsible for unforeseen price and lead time increases provided that subcontractors/vendors and Teinert exercise all reasonable due diligence and planning. Subcontractors/Vendors and Teinert will do everything in their purview to circumvent such increases. Should any commodity or manufactured product outside the Construction Manager and/or Subcontractor's control increase in cost prior to starting work for which it is required, recovery of said costs may be allowed through contingency funds, provided that the cost increase was not due to subcontractor or construction manager's negligence or failure to procure materials in a timely manner.

16. The General Conditions are to be a fixed cost line item and will be amortized monthly.

17. All Teinert self-performed scopes are fixed cost line items treated as any other subcontract.

18. The contract specifically excludes recovery of any consequential damages or liquidated damages by either party.

19. GMP Excludes Owner Contingency. Carried by Owner

20. GMP excludes any municipal requirements not specifically listed in the construction documents

21. Labor burden to be billed at 39% of bare labor

22. GMP excludes any and all utility costs for power, low voltage, municipalities, and natural gas.

23. The GMP excludes all furniture, site furnishings and associated install.

24. All buyout savings, funds, cost-of-work and allowances realized during project buyout or during construction will accrue and be available for use by the Construction Manager until the Construction Manager's final accounting.

25. All buyout savings, funds, cost-of-work and allowances can be re-allocated within the project schedule of values as needed by the Construction Manager until the Construction Manager's final accounting.

26. Teinert excludes costs associated with temporary and permanent utilities; including but not limited to, irrigation, natural gas, power, fiber, etc.
    a. Excludes any main extensions, taps, meters, etc.

27. Owner to pay for allowance overages.

28. Excludes BIM coordination and clash detection.

City of Midland Beal Park Phase 2
Midland, TX
5.29.26

END OF GENERAL ASSUMPTIONS AND CLARIFICATIONS

Specific Assumptions and Clarifications

Division 2

- Rock drilling and excavation are excluded. No rock shown in specifications, Geotech report or boring samples. Soil classified as "Clayey Sand".
- Lime stabilization is excluded in its entirety.
- 10-day concrete placement requirement on tested/passed earthwork per note 6, sheet C1.00 excluded. Retesting/reprocessing dirt work after passing test results is also excluded.
- 1' clay cap at perimeter of building pads excluded.
- Cement stabilized backfill excluded.

Division 3

- GMP includes concrete per the following specifications
    - Xylene and/or Penetron waterproofing admixture excluded. None shown in contract documents.
    - Regionally sourced aggregates (coarse and fines) to be furnished by regional batch plants. Excludes non-deleterious aggregate.
    - Bid documents do not specify expansion limits for aggregates furnished in concrete. Aggregates to be furnished as specified – ASTM C33 compliant with single source supplier.
    - GMP assumes all foundation systems to be earth formed where possible.
    - Concrete Site
        - 6" Valley Gutter
        - Concrete Approach
        - Curb and gutter
        - Light Pole Bases
        - Sidewalk
        - ADA Ramp
        - Mow strip
        - Footbridge Abutments
    - Structural Concrete- Rest Rooms
        - 1. Spot Footings, Grade Beams
        - 5" Slab on Grade
        - 10" CIP Elevated Slab Deck
        - CIP Wall 9'x12"
        - CIP Wall 12'x12"
    - Structural Concrete- Amphitheater
        - Footing 3.5'x1'
        - Grade Beam 2'x18"

Owner Init._____

        - GB 2'x1'
        - GB 4.5x1.5
        - GB 5-7x 2.5'
        - Riser Wall 3'x18"
        - Riser Wall 6'x18"
        - 4'x18" Planter Wall
        - Pier Cap 5'x12'x2.5'
        - Spot Footings
        - Steps at Stage
        - Drilled Piers
        - 5" Slab on Grade Stage
        - 5" SOG Risers
        - 8" SOG Risers
    - Structural Concrete- Playground
        - Continuous Footing
        - CIP Wall 8'x8"
        - Concrete Steps
        - Slab Curb
- GMP includes asphalt paving per the following specifications:
    - Provide equipment, labor and materials. Prime coat with AEP at a rate of .25 gal/sy
    - Tack all vertical surfaces. Pave with Type "D" 64-22 hot mix asphalt concrete surface course to achieve an average compacted thickness of 2".
    - Stripe parking lot pavement markings. Dividers and stencils shall be white, ADA & fire lane per plans. Add crushed glass for slip resistance and reflectivity.
    - Provide and install new 6' concrete wheel stops, drill and pin with 12" #4 rebar.
    - Excavate hole for sign pole 24" below finished elevation -Install galvanized metal sign pole inside concrete sign base. -Mount
    - Sign onto new galvanized sign pole
    - Install tack oil on all vertical surfaces -Install 2" of asphalt Surface coarse and compact
    - Provide equipment, labor and materials. Place 9" of flex base material in 2 lifts. Moisture condition, compact, and grade per plans.
    - Provide independent testing lab to provide proctors, and density testing.

Division 4

- GMP includes masonry per the following specifications:
    - Dumpster turnkey Regular 8816 (not split face) CMU
    - Limestone Buff
    - Dumpster 4816 Double chamber
    - Concrete Cell fills 32" and Bound beam at Dumpster
    - CMU walls Regular (not split face) 8816
    - Concrete Cell fills 32" and Bound beam walls
    - Turnkey Stone Install based on 4x6x27.5 (Based on West Texas Quarry, rough face)
    - Turnkey Stone Install based on 6x6x27.5 (Based on West Texas Quarry rough face)
    - Cut limestone install (Based on West Texas Quarry rough face)

- Turnkey Thin Veneer Stone Install (Based on West Texas Quarry rough face)
- Solid concrete fill 1.5 yards
- Turnkey Capstone Install and Sealant
- Turnkey 3.67 x 3 Capstone Install and Sealant
- 1.5 Rigid foam install

Division 5

- GMP includes structural steel per the following specifications:
  - Foot Bridge Framing (Standard Shop Primer)
  - Dumpster Gates (Powder Coated)
  - Way Finding Signposts (Powder Coated)
  - Blade Signage (Powder Coated)
  - Entry Gate Way (Powder Coated)
  - Plate Flumes (Standard Shop Primer)
  - Handicap Signposts (Galvanized)
  - Stand-Alone Shade Canopy (Standard Shop Primer)
  - Bridge Structure (Standard Shop Primer)
  - Restrooms Building (Standard Shop Primer)
  - Large Shade Structures (Standard Shop Primer)
  - Amphitheater (Standard Shop Primer)
  - Deck Package (Galvanized by Manufacturer)
  - Braced Frames (Standard Shop Primer)
  - CMU Loose Lintels (Galvanized)
  - Ships Ladder (Alternating Tread Device)

Division 6

- GMP includes misc. Rough Carpentry

Division 7

- GMP includes all firestopping
- GMP includes Roofing per the following specs.
  - Setup all necessary roof safety systems and or traffic control safety measures.
  - Install ½" Plywood mechanically attached to steel framing.
  - Install 1 Layer 1.5" ISO 20 PSI loose laid.
  - Install HT underlayment.
  - Install new 7/8" Corrugated 22 Ga. A606 Corten Steel Roof System and all associated trim.
  - Install new 7/8" Corrugated 22 Ga. A606 (with perforations) Corten Steel Roof System and all associated trims where indicated on the construction drawings.
  - Install ES1 shop fabricated 22 Ga prefinished gutter and downspouts.
  - Install Rain Chains.
- GMP includes waterproofing per the following specifications:
  - FLUID APPLIED AIR BARRIER @ BATHROOM PAVILLION
  - WATERPROOFING @ PUMP PIT
    - PRICED WITH MEL-ROL LM INSTEAD OF SPEC'D MATERIAL

- FLATWORK CAULKING @ NEW CONCRETE SIDEWALK PER CIVIL PLANS
  - COLD POUR ELASTOMERIC ONLY
- EXTERIOR MASONRY CJ CAULKING

Division 8

- GMP includes doors, frames and hardware per the following specifications:
  - HM Frames; Mfg. Republic 16g ME Welded A60; primed
  - HM doors; Mfg. Republic 16g DE A60 CWE Insulated; Honeycomb Core.
  - Finish Hardware: Associated hardware for the above doors and frames as proposed.
  - Hardware by Allegion with Mortise Locks
    - Doors: 100, 201
      - 3 Hinges 5BB1 HW 4 1/2 x 4 1/2 NRP 630 IV
      - 1 Deadbolt B561P6 626 SC
      - 1 Push Plate 8200 6 x 16 US32D IV
      - 1 Pull Plate 8302-8 6 x 16 US32D IV
      - 1 Closer 4040XP SCUSH AL LC
      - 1 Protection Plate 8400 10" X 34" US32D IV
      - 1 Protection Plate 8400 4" X 35" US32D IV
      - 1 Closer Bracket 328SPB ZE
      - 1 Weatherstrip 328AA 1 x 36" 2 x 84" ZE
      - 1 Door Sweep 8197AA 36" ZE
      - 1 Threshold 65A 36" ZE
    - Doors: 101, 102, 203, 204
      - 3 Hinges 5BB1 HW 4 1/2 x 4 1/2 NRP 630 IV
      - 1 Mortise Privacy Set L9040 06A 09-544 OS-LOC 626 SC
      - 1 Closer 1461 SCUSH 689 LC
      - 1 Protection Plate 8400 10" X 34" US32D IV
      - 1 Protection Plate 8400 4" X 35" US32D IV
      - 1 Wall Stop WS406/407CCV US26D IV
      - 1 Closer Bracket 328SPB ZE
      - 1 Wardrobe Hook 582 A 26D IV
      - 1 Weatherstrip 328AA 1 x 36" 2 x 84" ZE
      - 1 Door Sweep 8197AA 36" ZE
      - 1 Threshold 65A 36" ZE
    - Doors: 103
      - 6 Hinges 5BB1 HW 4 1/2 x 4 1/2 NRP 630 IV
      - 1 Flush Bolt T & B HM FB31P US32D IV
      - 1 Dust Proof Strike DP2 US26D IV
      - 1 Mortise Storeroom Lockset L9080P6 06A 626 SC
      - 1 Door Coordinator COR72 US26D IV
      - 2 Closer 1461 SCUSH 689 LC
      - 2 Protection Plate 8400 10" X 34" US32D IV
      - 1 Closer Bracket 328SPB ZE

- 1 Astragal 43SP 1 x 36" 2 x 84" ZE
- 2 Door Sweep 8197AA 36" ZE
- 1 Weatherstrip 328AA 1 x 72" 2 x 84" ZE

▪ Doors: 104, 202
- 3 Hinges 5BB1 HW 4 1/2 x 4 1/2 NRP 630 IV
- 1 Mortise Storeroom Lockset L9080P6 06A 626 SC
- 1 Closer 1461 SCUSH 689 LC
- 1 Protection Plate 8400 10" X 34" US32D IV
- 1 Closer Bracket 328SPB ZE
- 1 Weatherstrip 328AA 1 x 36" 2 x 84" ZE
- 1 Door Sweep 8197AA 36" ZE
- 1 Threshold 65A 36" ZE

▪ Doors: 205
- 3 Hinges 5BB1 HW 4 1/2 x 4 1/2 NRP 630 IV
- 1 Mortise Storeroom Lockset L9080P6 06A 626 SC
- 1 Closer 1461 SCUSH 689 LC
- 1 Protection Plate 8400 10" X 40" US32D IV
- 1 Closer Bracket 328SPB ZE
- 1 Weatherstrip 328AA 1 x 42" 2 x 84" ZE
- 1 Door Sweep 8197AA 42" ZE
- 1 Threshold 65A 42" ZE

▪ Doors: 206, 207
- 3 Hinges 5BB1 HW 4 1/2 x 4 1/2 NRP 630 IV
- 1 Mortise Storeroom Lockset L9080P6 06A 626 SC
- 1 Closer 1461 SCUSH 689 LC
- 1 Protection Plate 8400 10" X 34" US32D IV
- 1 Closer Bracket 328SPB ZE
- 1 Weatherstrip 328AA 1 x 36" 2 x 84" ZE
- 1 Door Sweep 8197AA 36" ZE
- 1 Threshold 65A 36" ZE

- GMP includes storefronts and glazing per the following specifications:
  - 2 Exterior storefront elevations 75" x 96"
  - Glazing for the above.
  - Caulking of the above.
  - Kawneer 451t Thermal Storefront Framing.
  - Guardian SN68 Grey Tempered Insulated Glass.
  - Tremco Spectrum II Sealant.
  - Standard Anodized Finish

Division 9

- GMP excludes 093013 Ceramic Tiling as none is shown on the plans.
- GMP excludes 096513 Resilient Base and Accessories as non are shown on the plans.
- GMP includes drywall per the following specifications:

  - All interior In-wall wood blocking for millwork and toilet accessories.
  - Sound batt insulation for interior walls as specified
  - Interior non-structural metal framing of walls, fur downs, and drywall ceilings.
  - 1/2 Gypsum board Type X.
  - Fire / Sound caulking at tops and bottoms of interior partition as specified.
  - Corner bead, L Bead, reveals, trims, and drywall expansion joints as required.
  - Acoustical ceiling grid and ceiling tile as per room finish schedule and specifications.
  - CFM Trusses
  - CFM Decking
- GMP includes painting per the following specifications:
  - tape/bed/texture up to level 4 texture finish on
  - gypsum walls, ceilings
  - up to level 5 in area's per specs
  - paint gypsum walls, ceilings
  - paint CMU walls
  - paint doors & frames
  - paint window frames
  - paint alum handrail
  - paint steel tube post/welded barrel hinges
  - paint at field welded areas at blade signage
  - paint Kawneer storefront trim

Division 10

- GMP includes Signage per the following specifications:
  - Fabrication - CNC Laser Cut - 0.5" Thick Steel Plate
    - Wayfinding Signage B - 2'x2'
  - Fabrication - CNC Laser Cut - 0.5" Thick Steel Plate
    - Wayfinding Signage C - 42" Tall x 20" Wide
  - Fabrication - CNC Laser Cut - 0.375" Steel Plate
    - Wayfinding Signage B - 1'6" x 1'6" w/ Digitally Printed Map
  - Fabrication - CNC Laser Cut - 0.5" Thick Steel Plate
    - Wayfinding Signage A - 4'6" Tall x 7.5" Wide
  - Fabrication - CNC Laser Cut - 0.375" Steel Plate
    - Wayfinding Signage C - 36" Tall x 14" Wide & Digital Print Rules
  - Fabrication - CNC Laser Cut - 0.25" Thick Steel Plate
    - Entry Gateway - 36" Diameter Steel Pipe x 2' Deep
  - Fabrication - CNC Laser Cut - 0.25" Thick Steel Plate
    - Entry Gateway - 8.5' Long x 3" Wide & 5' Long x 7.5" Wide
  - Identification - Economy Aluminum Faced Non-Lighted Channel Letters with Custom Paint Color
  - Premium Rear Halo Lighting LED Channel Letters with Stand-off Mounts
- GMP includes Toilet accessories per the following specifications:
  - 7- 50-3 Toilet Compartments with Doors / Satin Stainless
  - 2 - WHS-3 - Urinal Screens / Satin Stainless

- 6 Grab Bar B-6806x36
- 6 Grab Bar B-6806x42
- 4 Grab Bar B-6806x48
- 4 Channel Framed Mirror B-165 2436
- 11 Toilet Tissue Disp Multi Roll B-2888
- 5 Napkin Disposal Surf Mt B-254
- 8 Soap Dispenser Surf Mt Vert B-2111
- 6 PT Dispenser/Waste Receptacle B-3944
- 2 Baby Changing Station KB310-SSWM
- 1 Shelf/Mop/Broom Holder B-239 x 34

Division 11

- GMP includes install only of the Playground Equipment. Equipment to be purchased directly by owner.
- GMP includes poured in place surfacing and buffing's per the following specifications
  - PIP 6.25" Depth [1,055 sq/ft] 12' CFH, 50% Black & 50% Standard Color Mix, Aromatic Binder
  - PIP 2.0" Depth [1,395 sq/ft] 1' CFH, 50% Black & 50% Standard Color Mix, Aromatic Binder
  - Buffing's only 5.75" Depth, 12' CFH
  - Buffing's only 1.5" Depth, 0' CFH
  - Buffing's only 3.25" Depth, 8' CFH

Division 13

- GMP includes Water Features per the following specifications:
  - Mechanical, Electrical, and Treatment Systems
    - Furnish sleeves for the pipe penetrations into the equipment room and provide 1 man to assist the equipment room concrete contractor with the installation of the sleeves into his formwork.
    - All HDPE and PVC pipe & fittings as well as conduit shown on sheets W1.61, W2.61 & W3.61, including all trenching, excavation and backfill.
    - Water recirculation system for the water features, inclusive of water softening system, circulation/effects pumps, filter pump, sand filters, UV units, advanced oxidation treatment system, de-watering pump, pump strainers, discharge strainers, chemical controller, water quality probes & flow cells, water makeup system, Accu-Tab & Acid-Rite chemical feed systems, discharge manifold, level control still well, air compressor, vault high water switch, and vault sump pumps all located inside the equipment room. Also includes all pipe, fittings, valves, and appurtenances necessary for a complete system. Three vent fans have also been included.
    - 12" dewatering stilling well, level sensor, valve box and 4" perforated pipe around the equipment room shown in detail 07/WF0.20. Includes 1" clear PVC site glass in the equipment room.
    - 480 VAC enclosure, transformer, 208/120 VAC control enclosure, VFDs, Pharos DMX Controller (not shown on drawings), and lighting power supplies all inside

the equipment room. Note that we have included the VFDs inside the control enclosure and not wall mounted separately.
    - Electrical hook-up of all water feature electrical devices downstream of the 480VAC Enclosure inside and outside the equipment room. Includes all required conduit, wire, pull boxes, junction boxes, gutters, and raceways necessary for a complete system.
    - All arching jets, column jets, bubbler jets, and light niches at the splash deck.
    - All discharge plates and main drain grate.
    - Furnish sleeves for the pipe penetrations into the equipment room and provide 1 man to assist the equipment room concrete contractor with the installation of the sleeves into his formwork.
    - All HDPE and PVC pipe & fittings as well as conduit shown on sheet W4.61, including all trenching, excavation and backfill.
    - Pump with integral suction strainer, discharge strainer, and power supplies, as well as all pipe, conduit, fittings, valves, wiring, and appurtenances required to fully integrate water feature #4 with the shared controls and piping.
    - Twelve Choreoswitches and one mist nozzle all with internal lights.
    - Stainless steel tubular pipe 24" in lieu of 26" pipe. 24" is standard size stainless steel piping.
    - GMP excludes mirror polished finish on water feature 3 on pipe stacks , includes #6 circular brush finish
- Water Feature Structure and Finishes
    - Underground CIP concrete water reservoir next to the equipment room, inclusive of access hatch, ladder and ladder-up. Includes waterproofing interior surface of the water reservoir (not shown on drawings but recommended).
    - Stainless steel tubular pipe structures at water feature #3. Note the following:
        - The 26" diameter pipe structures are not a standard pipe size. We have included 24" diameter pipe structures. We anticipate a rough order of magnitude add to fabricate 26" diameter pipe structures from 1/8" thick sheets would be approximately $30,000.
        - It is assumed that the Titans jet equipment/housing will fit within a 24" diameter pipe structure.
        - All visible welds will be finished to a NOMMA #1 standard.
        - All exterior stainless steel pipe structures shall be provided with a #6 circular brushed finish and not a mirror finish as indicated on the plans.
- Water Feature Start-up, Commissioning, Programming, and Client Training Services
    - As-builts.
    - O&M manuals in hardcopy and PDF format.
    - PLC and DMX show programming.
    - Initial startup and commissioning of water feature equipment.
    - Training of City personnel.
- Water Feature Stonework
    - Provide and install the stones associated with the water features.
    - Stepping stones at water feature. Note all boulders have been excluded.

        - Precast pavers at junction box pits.
    - Concrete for Water Features
        - Provide and install the concrete walls, footings, and slabs associated with the water features. All concrete shall have integral waterproofing admixtures. No other waterproofing for the concrete is included.
        - Continuous embedded metal angle at junction box pits.
        - Perimeter trench drain and cleanouts at Water Feature #4.

Division 21-23

- GMP excludes commissioning of all mechanical systems.
- GMP excludes heat trace of plumbing systems as none is shown on the plans.
- GMP is carrying the Alternate Lavatories.

Division 26-28

- GMP includes electrical per the following specifications:
- Excludes removal of existing electrical utilities. To be procured by City through the franchise company.
    - Excludes purchase of Musco Lighting.
    - Electrical permits and fees.
    - Fixtures and lighting controls as shown on plans.
    - Tele/Data conduits as shown on plans.
    - Temporary power to include OSHA required lighting, power distribution centers (1)-temporary electrical service and (1)-electrical services for construction trailer, 50’ from electrical source.
    - Special services tower cranes, man lift/material hoists. for welding equipment, fans, air handling units, spot cooling units, spot humidifier units, site security lighting, site security systems, etc… are excluded.
    - Management of a ground assurance program is excluded. Each trade contractor and personnel are required to provide their own GFI protection and maintain their own extension cords, tools, etc….
    - Back boxes and conduit stub-ups to an accessible ceiling space for all Voice/Data, Fire Alarm, Access Control, CCTV and CATV/MATV system wall outlets as shown on plans.
    - Single point electrical connections for owner furnished equipment only.
    - Single point electrical connections for modular furniture systems. Installation of and permits for integral receptacle devices is not included.
    - Sleeves, fire, and sound sealant for wall; and floor penetrations where required for Division 26 scope.
    - Installation of variable speed drives only.
    - Labor costs only for assistance during final systems commissioning and testing. We excluded pre-functional and functional testing reports. We have excluded NETA testing, third party testing and electrical distribution system testing requirements.
    - Costs for building modeling system coordination and documentation.

- Costs for fault current, arc flash and coordination studies for the electrical distribution systems.

Division 31

- GMP includes Termite control per the following specifications:
  - Premise Pre-Construction (active: Imidacloprid) which is manufactured by Bayer and is a branded product. Premise Pre-Construction is a non-repellent product that will eliminate termite colonies when they pass through the treated barrier. Premise Pre-Construction is the branded equivalent to the specified product Premise 75, with the exception Premise Pre-construction is more specifically labeled for pre-construction applications.
- GMP includes all earthwork per plans and specs.

Division 32

- GMP includes fencing per the following specifications:
  - 1,421 LF OF 6’ BLACK VINYL CHAIN LINK FENCING
    - 1 EACH 5’X6’ WALK GATE
    - 1 EACH 12’X6’ DOUBLE GATE
    - 1 EACH 15’X6’ CANTILEVER GATE
  - 627 LF OF 6’ & 4’ CABLE FENCING PER DETAIL B/DL2.05
    - 2 EACH 14’X6’ DOUBLE GATES
    - 2 EACH 12’X6’ CANTILEVER GATES
- GMP includes landscaping per the following specifications:
  - Excludes Hydraulic Seeding
  - Weed Fabric 3' width
  - Native River Rock
  - Decorative River Rock
  - Decomposed 1/2 Granite 4" Depth with Stabilizer
  - Moss Boulder
  - Limestone Block Bench
  - Limestone Block Bench on Pavement
  - Limestone Block Bench at Turf
  - Limestone Block Planter
  - Quarry Block Retaining Wall
  - Irrigation Installation
  - Bed Prep/Compost
  - Bed Prep/Compost - For Tree Install
  - Plantings
    - Mountain Laurel
    - Cedar Elm
    - Cedar Elm
    - Chinese Pistache
    - Chinese Pistache
    - Lacebark Elm
    - Lacebark Elm

- Live Oak
- Live Oak
- Mexican Sycamore
- Monterey Oak
- Texas Red Oak
- Desert Willow Bubba
- Mexican Redbud
- Vitex
- Bull Grass
- Mealy Sage
- Lantana New Gold
- Purple Trailing Lantana
- Yucca Red
- Texas Prickly Pear
- Texas Sage
- Texas Sotol
- Turks Cap
- Agave Whale's Tongue
- Creeping Juniper
- Yucca Red 'Brake light' TM
- Blonde Ambition
- Grass Gulf Muhly (Pink)
- Grass Lindheimer Muhly
- Mexican Feather Grass

- TifTuf Bermuda
- Shotcrete Installation - 4" Thick
- Install Artificial Turf - Kentucky Pro
- Install Mortared Flagstone
- Aqua Mix Sealer Installation

Division 33

- GMP includes site utilities per the following specifications:
  - Excludes City Tap and Meter Fees, to be by owner
  - Water Lines:
    - 2" WATER LINE
    - 2" 45 BEND W/ THRUST BLOCKING
    - FIRE HYDRANT ASSEMBLY
    - 6" GATE VALVE
    - VALVE BOX W/LID
    - CONCRETE VALVE BOX ADJUSTMENT
    - 6" 45 BEND W/THRUST BLOCKING
    - REMOVE & DISPOSE OF FIRE HYDRANT
    - 2" CAP
    - TIE INTO EXT 6" STUBOUT

- 2" X 2" TEE
- 6" PLUG
- 6" X 2" TEE
- 6" DR-14 FIRE LINE
- 6" X 6" TEE

- Sewer Lines
  - 48" FIBERGLASS MANHOLE 6', 4.69', 4.08'
  - MANHOLE RING & COVERS
  - CONCRETE MANHOLE ADJUSTMENT
  - 6" SINGLE CLEANOUT W/ WYE
  - SINGLE CLEAN OUT COVER - NON TRAFFIC
  - REMOVED & DISPOSE OF EXT MANHOLE
  - REMOVAL OF EXT SEWER LINE
  - 6" DOUBLE CLEANOUT
  - EXCAVATE & TIE INTO EXT SL W/MANHOLE
  - 6" PLUG
  - 6" SDR-26 SEWER LINE
  - 6" DOUBLE CLEANOUT - NON TRAFFIC
- SEWER TAP PERMIT
- WATER TAP PERMIT
- CITY FEES AND PERMITS
- INSPECTION FEES
- RIGHT OF WAY PERMIT
- TRAFFIC CONTROL / BARRICADES
- HYDROSTATIC TESTING OF FIRE LINE
- FLOWABLE FILL CONCRETE
- ASPHALT PATCH
- SAW CUT, REMOVE & DISPOSE OF ASPHALT

END OF ASSUMPTIONS & CLARIFICATIONS

SIGNED:

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Jacob Kirkland, COO
(Printed name and title)	*(Printed name and title)*

TEINERT CONSTRUCTION
Attachment 03

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
DRAWINGS		
	SHEET INDEX	4/23/2026
GENERAL		
	COVER SHEET	4/23/2026
	SHEET INDEX	4/23/2026
GN.00	GENERAL NOTES	4/23/2026
LANDSCAPE		
L0.00	OVERALL EX CONDITIONS & DEMO PLAN	4/23/2026
L0.01	EX CONDITIONS & DEMO PLAN - AREA 1	4/23/2026
L0.02	EX CONDITIONS & DEMO PLAN - AREA 2	4/23/2026
L0.03	EX CONDITIONS & DEMO PLAN - AREA 3	4/23/2026
L0.04	EX CONDITIONS & DEMO PLAN - AREA 4	4/23/2026
L0.05	EX CONDITIONS & DEMO PLAN - AREA 5	4/23/2026
L0.06	EX CONDITIONS & DEMO PLAN - AREA 6	4/23/2026
L0.07	EX CONDITIONS & DEMO PLAN - AREA 7	4/23/2026
L0.08	TREE PROTECTION DETAILS	4/23/2026
L1.00	OVERALL LAYOUT PLAN	4/23/2026
L1.01	LAYOUT PLAN AREA 1	4/23/2026
L1.02	LAYOUT PLAN AREA 2	4/23/2026
L1.03	LAYOUT PLAN AREA 3	4/23/2026
L1.04	LAYOUT PLAN AREA 4	4/23/2026
L1.05	LAYOUT PLAN AREA 5	4/23/2026
L1.06	LAYOUT PLAN AREA 6	4/23/2026
L1.07	LAYOUT PLAN AREA 7	4/23/2026
L1.09	PAVING MATERIAL PLAN	4/23/2026
L1.11	PLAYGROUND ENLARGEMENT	4/23/2026
L1.12	AMPHITHEATRE ENLARGEMENT	4/23/2026
L2.00	MATERIALS SCHEDULE	4/23/2026
L2.01	SITE DETAILS 1	4/23/2026
L2.02	SITE DETAILS 2	4/23/2026
L2.03	SITE DETAILS 3	4/23/2026
L2.04	FENCING DETAILS	4/23/2026
L2.05	FENCING DETAILS 2	4/23/2026
L2.06	DUMPSTER DETAILS	4/23/2026
L2.07	FOOTBRIDGE DETAILS	4/23/2026
L2.08	AMPHITHEATRE DETAILS 1	4/23/2026

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
L2.09	AMPHITHEATRE DETAILS 2	4/23/2026
L2.10	AMPHITHEATRE DETAILS 3	4/23/2026
L2.11	PLAYGROUND DETAILS	4/23/2026
L2.12	PLAYGROUND DETAILS	4/23/2026
L2.13	WAYFINDING SIGNAGE PLAN	4/23/2026
L2.14	WAYFINDING SIGNAGE DETAILS	4/23/2026
L2.15	SIGNAGE DETAILS 1	4/23/2026
L2.16	SIGNAGE DETAILS 2	4/23/2026
L2.17	SIGNAGE DETAILS 3	4/23/2026
L2.18	SIGNAGE DETAILS 4	4/23/2026
L3.00	OVERALL PLANTING PLAN	4/23/2026
L3.01	PLANTING PLAN AREA 1	4/23/2026
L3.02	PLANTING PLAN AREA 2	4/23/2026
L3.03	PLANTING PLAN AREA 3	4/23/2026
L3.04	PLANTING PLAN AREA 4	4/23/2026
L3.05	PLANTING PLAN AREA 5	4/23/2026
L3.06	PLANTING PLAN AREA 6	4/23/2026
L3.07	PLANTING PLAN AREA 7	4/23/2026
L3.08	PLANTING NOTES AND SCHEDULE	4/23/2026
L3.09	PLANTING DETAILS	4/23/2026
L4.00	OVERALL IRRIGATION PLAN	4/23/2026
L4.01	IRRIGATION PLAN AREA 1	4/23/2026
L4.02	IRRIGATION PLAN AREA 2	4/23/2026
L4.03	IRRIGATION PLAN AREA 3	4/23/2026
L4.04	IRRIGATION PLAN AREA 4	4/23/2026
L4.05	IRRIGATION PLAN AREA 5	4/23/2026
L4.06	IRRIGATION PLAN AREA 6	4/23/2026
L4.07	IRRIGATION PLAN AREA 7	4/23/2026
L4.09	IRRIGATION NOTES AND DETAILS	4/23/2026
L4.10	IRRIGATION DETAILS	4/23/2026
CIVIL		
C1.00	GENERAL NOTES	4/23/2026
C2.00	DEMO PLAN	4/23/2026
C3.00	EROSION CONTROL PLAN	4/23/2026
C3.01	EROSION CONTROL DETAILS	4/23/2026
C3.02	EROSION CONTROL DETAILS	4/23/2026
C4.00	DIMENSION CONTROL OVERALL	4/23/2026
C4.01	DIMENSION CONTROL - DETAIL A	4/23/2026

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
C4.02	DIMENSION CONTROL - DETAIL B	4/23/2026
C4.03	PAVING PLAN	4/23/2026
C5.00	EXISTING DRAINAGE AREA MAP	4/23/2026
C5.01	PROPOSED DRAINAGE AREA MAP	4/23/2026
C5.02	GRADING PLAN OVERALL	4/23/2026
C5.03	GRADING PLAN - DETAIL A	4/23/2026
C5.04	GRADING PLAN - DETAIL B	4/23/2026
C5.05	GRADING PLAN - DETAIL C	4/23/2026
C5.06	GRADING PLAN - DETAIL D	4/23/2026
C5.07	GRADING PLAN - DETAIL E	4/23/2026
C5.08	GRADING PLAN - DETAIL F	4/23/2026
C5.09	GRADING PLAN - DETAIL G	4/23/2026
C5.10	CHANNEL - PLAN & PROFILE	4/23/2026
C6.00	FIRE WATER PLAN	4/23/2026
C6.01	SEWER A PLAN & PROFILE	4/23/2026
C6.02	SEWER B PLAN & PROFILE	4/23/2026
C6.03	UTILITY DETAILS	4/23/2026
C6.04	UTILITY DETAILS	4/23/2026
C6.05	UTILITY DETAILS	4/23/2026
C7.00	PAVING DETAILS	4/23/2026
C7.01	PAVING DETAILS	4/23/2026
C7.02	PAVING DETAILS	4/23/2026
C7.03	PAVING DETAILS	4/23/2026
C7.04	PAVING DETAILS	4/23/2026
C7.05	PAVING DETAILS	4/23/2026
GPSI Sheets		
W0.01	DRAWING LIST	4/23/2026
W0.02	LEGENDS SYMBOLS AND ABBREVIATIONS	4/23/2026
W0.03	GENERAL NOTES - 01	4/23/2026
W0.04	GENERAL NOTES - 02	4/23/2026
W0.05	GENERAL NOTES - 03	4/23/2026
W0.09	PARTIAL WATER FEATURES SITE PLAN	4/23/2026
W0.11	EQUIPMENT ROOM AND RESERVOIR PLAN	4/23/2026
W0.12	EQUIPMENT ROOM AND RESERVOIR SECTION	4/23/2026
W0.13	EQUIPMENT ROOM ISOMETRICS	4/23/2026
W0.14	COMMON PIPING & INSTRUMENT DIAGRAM	4/23/2026
W0.15	COMBINED ELECTRICAL ONE LINE	4/23/2026
W0.16	COMBINED ELECTRICAL LOAD TABLES	4/23/2026

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
W1.00	FINISH PLAN	4/23/2026
W1.70	PIPING AND INSTRUMENT DIAGRAM	4/23/2026
W2.00	FINISH PLAN	4/23/2026
W2.01	FINISH PLAN	4/23/2026
W2.70	PIPING AND INSTRUMENT DIAGRAM	4/23/2026
W3.00	FINISH PLAN	4/23/2026
W3.01	ENLARGED FINISH PLAN - 01	4/23/2026
W3.02	ENLARGED FINISH PLAN - 02	4/23/2026
W3.03	ENLARGED FINISH PLAN - 03	4/23/2026
W3.04	ENLARGED FINISH PLAN - 04	4/23/2026
W3.10	BASIN PLAN	4/23/2026
W3.11	ENLARGED BASIN PLAN - 01	4/23/2026
W3.12	ENLARGED BASIN PLAN - 02	4/23/2026
W3.13	ENLARGED BASIN PLAN - 03	4/23/2026
W3.14	ENLARGED BASIN PLAN - 04	4/23/2026
W3.20	ELEVATION	4/23/2026
W3.30	SECTION	4/23/2026
W3.40	WATER FEATURE NO. 1 DETAILS - 01	4/23/2026
W3.41	WATER FEATURE NO. 2 DETAILS - 02	4/23/2026
W3.42	WATER FEATURE NO. 3 DETAILS - 03	4/23/2026
W3.70	PIPING AND INSTRUMENT DIAGRAM	4/23/2026
W4.00	FINISH PLAN	4/23/2026
W4.10	BASIN PLAN	4/23/2026
W4.20	ELEVATIONS	4/23/2026
W4.30	SECTION	4/23/2026
W4.70	PIPING AND INSTRUMENT DIAGRAM	4/23/2026
ARCHITECTURE		
AB100	BATHROOM - FLOOR PLAN	4/23/2026
AB101	BATHROOM - ROOF PLAN	4/23/2026
AB201	EXTERIOR ELEVATIONS	4/23/2026
AB202	EXTERIOR ELEVATIONS	4/23/2026
AB301	SECTIONS	4/23/2026
AB102	BATHROOM - RCP	4/23/2026
AB501	DETAILS	4/23/2026
AB401	ENLARGED WALL SECTIONS	4/23/2026
AS100	STAGE - FLOOR PLAN	4/23/2026
AS101	STAGE - ROOF PLAN	4/23/2026
AS201	EXTERIOR ELEVATIONS	4/23/2026

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
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MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
AS202	EXTERIOR ELEVATIONS	4/23/2026
AS102	STAGE - RCP	4/23/2026
A604	ROOF, FLOOR, WALL, AND CEILING TYPES	4/23/2026
STRUCTURAL		
S-100	GENERAL NOTES	4/23/2026
S-101	GENERAL NOTES	4/23/2026
S-102	GENERAL NOTES	4/23/2026
S-110	SPECIAL INSPECTIONS	4/23/2026
S-111	SPECIAL INSPECTIONS	4/23/2026
S-120	SITE PLAN - OVERALL	4/23/2026
S-200	FOUNDATION PLAN - AMPHITHEATER	4/23/2026
S-201	ROOF FRAMING PLAN - AMPHITHEATER	4/23/2026
S-210	FOUNDATION PLAN - RESTROOMS	4/23/2026
S-211	ROOF FRAMING PLAN - RESTROOMS	4/23/2026
S-220	FOUNDATION PLAN - SHADE STRUCTURE	4/23/2026
S-221	ROOF FRAMING PLAN - SHADE STRUCTURE	4/23/2026
S-230	FRAMING PLANS - BRIDGE STRUCTURE	4/23/2026
S-240	FRAMING PLANS - WATER FEATURE 01	4/23/2026
S-250	FRAMING PLANS - WATER FEATURE 01	4/23/2026
S-251	FRAMING PLANS - WATER FEATURE 02	4/23/2026
S-252	FRAMING PLANS - WATER FEATURE 03	4/23/2026
S-253	FRAMING PLANS - WATER FEATURE 04	4/23/2026
S-254	FRAMING PLANS - WATER FEATURE 05	4/23/2026
S-300	CONCRETE TYPICAL DETAILS	4/23/2026
S-301	CONCRETE TYPICAL DETAILS	4/23/2026
S-302	CONCRETE TYPICAL DETAILS	4/23/2026
S-303	CONCRETE TYPICAL DETAILS	4/23/2026
S-310	CONCRETE DETAILS	4/23/2026
S-311	CONCRETE DETAILS	4/23/2026
S-400	MASONRY TYPICAL DETAILS	4/23/2026
S-401	MASONRY TYPICAL DETAILS	4/23/2026
S-500	STEEL TYPICAL DETAILS	4/23/2026
S-510	FRAMING DETAILS	4/23/2026
S-511	FRAMING DETAILS	4/23/2026
S-512	FRAMING DETAILS	4/23/2026
S-513	FRAMING DETAILS	4/23/2026
S-520	STEEL BRACE FRAMES	4/23/2026
MECHANICAL		

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
M0.1	MECHANICAL NOTES, ABBREVIATIONS, AND SYMBOLS	4/23/2026
M0.2	MECHANICAL SCHEDULE	4/23/2026
M0.3	MECHANICAL DETAILS	4/23/2026
M1.1	MECHANICAL PAVILION AND STAGE FLOOR PLAN	4/23/2026
PLUMBING		
P0.1	PLUMBING NOTES AND LEGENDS	4/23/2026
P0.2	PLUMBING SCHEDULE AND DETAILS	4/23/2026
P2.0	PLUMBING PAVILION AND STAGE UNDERFLOOR PLAN	4/23/2026
P2.1	PLUMBING PAVILION AND STAGE FLOOR PLAN	4/23/2026
ELECTRICAL		
E0.1	ELECTRICAL LEGEND & ABBREVIATIONS	4/23/2026
E1.1	ELECTRICAL SITE PLAN	4/23/2026
E2.1	ELECTRICAL PAVILION AND STAGE POWER PLAN	4/23/2026
E3.0	LIGHTING DETAILS AND SCHEDULES	4/23/2026
E3.1	ELECTRICAL PAVILION AND STAGE LIGHTING PLAN	4/23/2026
E3.2	TYPICAL STAGE STRUCTURE LIGHTING PLAN	4/23/2026
E4.1	ELECTRICAL SINGLE LINE & PANEL SCHEDULES	4/23/2026
SPECIFICATIONS		
DIVISION 01 - GENERAL REQUIREMENTS		
01 11 00	SUMMARY OF WORK	4/23/2026
01 29 00	PAYMENT PROCEDURES	4/23/2026
01 31 00	PROJECT MANAGEMENT AND COORDINATION	4/23/2026
01 31 19	PROJECT MEETINGS	4/23/2026
01 32 16	CONSTRUCTION PROGRESS SCHEDULE	4/23/2026
01 33 00	SUBMITTAL PROCEDURES	4/23/2026
01 33 23	SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES	4/23/2026
01 45 23	TESTING AND LABORATORY SERVICES	4/23/2026
01 52 00	CONSTRUCTION FACILITIES	4/23/2026
01 57 00	TEMPORARY TREE AND PLANT PROTECTION	4/23/2026
01 62 00	PRODUCT OPTIONS	4/23/2026
01 66 00	PRODUCT HANDLING	4/23/2026
01 70 00	CLOSEOUT PROCEDURES	4/23/2026
01 73 29	CUTTING AND PATCHING	4/23/2026
01 74 00	CLEANING AND WASTE MANAGEMENT	4/23/2026
01 78 36	WARRANTIES	4/23/2026

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
01 78 54	PROJECT RECORD DOCUMENTS	4/23/2026
DIVISION 02 - EXISTING CONDITIONS		
02 41 00	DEMOLITION	4/23/2026
DIVISION 03 - CONCRETE		
03 10 00	CONCRETE FORMING AND ACCESSORIES	4/23/2026
03 11 00	CONCRETE FORMING	4/23/2026
03 20 00	CONCRETE REINFORCEMENT	4/23/2026
03 30 00	CAST-IN-PLACE CONCRETE	4/23/2026
DIVISION 04 - MASONRY		
04 05 13	MASONRY MORTARING	4/23/2026
04 20 00	UNIT MASONRY	4/23/2026
04 43 13	STONE MASONRY VENEER	4/23/2026
DIVISION 05 - METALS		
05 01 00	MISCELLANEOUS METALS	4/23/2026
05 12 00	STRUCTURAL STEEL FRAMING	4/23/2026
05 12 13	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FRAMI	4/23/2026
05 31 00	STEEL DECKING	4/23/2026
05 44 00	COLD-FORMED METAL TRUSSES	4/23/2026
05 53 13	BAR GRATINGS	4/23/2026
05 73 00	DECORATIVE METAL RAILINGS	4/23/2026
DIVISION 06 - WOOD, PLASTICS & COMPOSITES		
06 10 00	ROUGH CARPENTRY	4/23/2026
06 16 00	SHEATHING	4/23/2026
DIVISION 07 - THERMAL & MOISTURE PROTECTION		
07 13 26	SHEET WATERPROOFING MEMBRANE (UNDERSLAB SYSTE	4/23/2026
07 21 00	THERMAL INSULATION	4/23/2026
07 21 19	FOAMED-IN-PLACE INSULATION	4/23/2026
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	4/23/2026
07 62 00	SHEET METAL FLASHING AND TRIM	4/23/2026
07 84 13	PENETRATION FIRESTOPPING	4/23/2026
07 84 43	JOINT FIRESTOPPING	4/23/2026
07 92 00	JOINT SEALANTS	4/23/2026
DIVISION 08 - OPENINGS		
08 11 13	HOLLOW METAL DOORS AND FRAMES	4/23/2026
08 71 00	DOOR HARDWARE	4/23/2026

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
08 80 00	GLAZING	4/23/2026
08 91 19	FIXED LOUVERS	4/23/2026
DIVISION 09 - FINISHES		
09 29 00	GYPSUM BOARD	4/23/2026
09 65 13	RESILIENT BASE AND ACCESSORIES	4/23/2026
09 91 23	TYPICAL PAINTING	4/23/2026
DIVISION 10 - SPECIALTIES		
10 44 16	FIRE EXTINGUISHERS	4/23/2026
DIVISION 22 - PLUMBING		
22 05 00	COMMON WORK RESULTS FOR PLUMBING	4/23/2026
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	4/23/2026
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	4/23/2026
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	4/23/2026
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQU	4/23/2026
22 05 33	HEAT TRACING FOR PLUMBING PIPING	4/23/2026
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	4/23/2026
22 07 19	PLUMBING PIPING INSULATION	4/23/2026
22 11 16	DOMESTIC WATER PIPING	4/23/2026
22 13 16	SANITARY WASTE AND VENT PIPING	4/23/2026
22 33 00	ELECTRIC, DOMESTIC-WATER HEATERS	4/23/2026
DIVISION 23 - HVAC		
23 00 00	BASIC MECHANICAL MATERIALS AND METHODS	4/23/2026
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	4/23/2026
23 05 29	HANGERS AND SUPPORTS FOR HVAC EQUIPMENT	4/23/2026
23 05 48	VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT	4/23/2026
23 05 53	IDENTIFICATION FOR HVAC EQUIPMENT AND DUCT	4/23/2026
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	4/23/2026
23 07 10	HVAC EQUIPMENT INSULATION	4/23/2026
23 07 13	DUCT INSULATION	4/23/2026
23 33 00	AIR DUCT ACCESSORIES	4/23/2026
23 81 26	DUCTLESS SPLIT-SYSTEM AIR-CONDITIONERS	4/23/2026
23 82 39	PROPELLER UNIT HEATERS	4/23/2026
DIVISION 26 - ELECTRICAL		
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	4/23/2026
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CA	4/23/2026
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	4/23/2026

TEINERT CONSTRUCTION
EXHIBIT A

CITY OF MIDLAND **4/23/2026**
BEAL PARK PHASE II
3500 N. BEAL PKWY
MIDLAND, TX 79707

SHEET	DESCRIPTION	DATE
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	4/23/2026
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	4/23/2026
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	4/23/2026
26 22 00	LOW-VOLTAGE TRANSFORMERS	4/23/2026
26 24 16	PANELBOARDS	4/23/2026
26 27 26	WIRING DEVICES	4/23/2026
26 28 13	FUSES	4/23/2026
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	4/23/2026
26 51 19	LED INTERIOR LIGHTING	4/23/2026
26 56 19	LED EXTERIOR LIGHTING	4/23/2026
DIVISION 31 - EARTHWORK		
31 00 00	EARTHWORK	4/23/2026
31 14 13	TOPSOIL STRIPPING AND STOCKPILING	4/23/2026
31 23 00	EXCAVATING AND FILL	4/23/2026
31 25 00	EROSION AND SEDIMENTATION CONTROL	4/23/2026
31 31 16	TERMITE CONTROL	4/23/2026
31 63 29	DRILLED CONCRETE PIERS AND SHAFTS	4/23/2026
DIVISION 32 - EXTERIOR IMPROVEMENTS		
32 14 13	PRECAST CONCRETE UNIT PAVING	4/23/2026
32 17 23	PAVEMENT MARKING	4/23/2026
32 18 13	ARTIFICIAL TURF	4/23/2026
32 33 00	SITE FURNISHINGS	4/23/2026
32 90 00	IRRIGATION	4/23/2026
32 91 13	SOIL PREPARATION	4/23/2026
32 92 19	HYDRAULIC SEEDING	4/23/2026
32 92 23	SODDING	4/23/2026
32 93 00	PLANTS	4/23/2026
32 99 01	RAIN GARDEN	4/23/2026

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.

===

END OF GENERAL DECISION"

City Council Meeting

Item Number: 11.
Meeting Date: June 9, 2026
To: City Council
From: Justine Ruff, Aviation Director
Subject: MOTION AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT NO. 81 IN ORDER TO RECEIVE GRANT FUNDS FOR THE MIDLAND INTERNATIONAL AIR & SPACE PORT TERMINAL MODERNIZATION AND EXPANSION PROJECT; AND AUTHORIZING THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT

Purpose:

MOTION AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT NO. 81 IN ORDER TO RECEIVE GRANT FUNDS FOR THE MIDLAND INTERNATIONAL AIR & SPACE PORT TERMINAL MODERNIZATION AND EXPANSION PROJECT UPON RECEIPT.

Recommended Action:
Approve

Fiscal Impact:
$4,000,000 will be appropriated in the Airport Construction Fund to support the Terminal Modernization and Expansion Project, thereby reducing the project's reliance on Passenger Facility Charge (PFC) funding by an equivalent amount.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
In anticipation of the receipt of FAA Grant #81 in the estimated amount of $4,000,000.00, the Department of Airports is requesting City Council's approval to allow the City Manager and the City Attorney to execute this grant agreement upon receipt. These grant proceeds will be used in the Construction Phase of the MAF Terminal Modernization and Expansion Project at Midland International Airport.

Grant 81 is made up of Infrastructure Investment and Jobs Act Airport (IIAJ) and Airport Infrastructure Grants (AIG):

$ 4,000,000.00 – FY26 IIJA/AIG Funds

Attachments:
None

Rebecca Boyd, Airports	Created/Initiated - 5/27/2026
Justine Ruff, Airports	Approved - 5/27/2026
Christy Weakland, Finance	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/3/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

City Council Meeting

Item Number: 12.
Meeting Date: June 9, 2026
To: City Council
From: Alexsey Dobberstine, Manager II
Subject: MOTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF $150,000.00 AWARDED BY THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES; SAID GRANT FUNDS SHALL BE USED FOR ANIMAL SPAY AND NEUTER PROCEDURES; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS; AND APPROPRIATING FUNDS

Purpose:
The Texas Department of State Health Services (DSHS) has initiated a pilot program to subsidize spay and neuter surgeries for dogs and cats, which is part of a broader effort to control pet overpopulation and prevent spread of infectious diseases.
This motion supports accepting the DSHS funds in the amount total of $150,000 over the course of two years paid out through monthly invoices and quarterly performance reports.

Recommended Action:
Approval

Fiscal Impact:
Funds are available in the General Fund unappropriated fund balance and will be transferred and appropriated to a grant project for this purpose.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The DSHS spay/neuter grant program represents a significant investment in animal welfare and public health in Texas. The program features a tiered contract system, with award amounts depending on the size and needs of the organization. 38 total entities were awarded funding.

Attachments:
None

Alexsey Dobberstine, Animal Services	Created/Initiated - 5/7/2026
Charles Blumenauer, Public Safety	Approved - 5/7/2026
Christy Weakland, Finance	Approved - 5/27/2026
Linda Ochoa, Legal	Approved - 6/2/2026

Morris Williams, City Manager	Approved - 6/2/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

City Council Meeting

Item Number: 13.
Meeting Date: June 9, 2026
To: City Council
From: Laurie Williams, Director of Parks and Recreation
Subject: RESOLUTION APPROVING A LEASE AGREEMENT WITH THE BOYS & GIRLS CLUB OF THE PERMIAN BASIN FOR CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS AN APPROXIMATE 1.928-ACRE TRACT LOCATED IN LOT 11A, BLOCK 7, HALEY HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF GOODE STREET AND GRIFFIN AVENUE)

Purpose:
Consider a motion authorizing the execution of a lease agreement with the Boys and Girls Club of Midland, Inc. regarding a certain city owned property, a 1.928-acre tract located in Lot 11A, Block 7, Haley Heights Addition, City and County of Midland, Texas.

Recommended Action:
Approve

Fiscal Impact:
In accordance with the lease agreement, rent in the amount of $1 per year will be collected.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The City of Midland and the Boys and Girls Club of Midland, Inc. have had a prior lease agreement at this location, a part of Taylor Park, since 1995. The original lease agreement specified that a building would be built, operated, and maintained by the Boys and Girls Club of Midland (BGC). This ongoing partnership has proven successful over the past thirty (30) years. The Boys and Girls Club works to provide needed recreational opportunities for Midland's youth. The new agreement allows use of the property by the Boys and Girls Club of Midland through June 8, 2036, with an additional 10-year extension available at that time.

Attachments:
A. Reso w exh - Approve Taylor Park Lease Agreement Reso w Exh
B. Exhibit A Taylor Park
C. (2026.05.01) Boys and Girls Club Taylor Park Lease

Laurie Williams, Parks & Recreation	Created/Initiated - 5/26/2026
Elizabeth Triggs, Development Services	Approved - 5/29/2026
Christy Weakland, Finance	Approved - 5/29/2026
Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/2/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

RESOLUTION NO. _____

RESOLUTION APPROVING A LEASE AGREEMENT WITH THE BOYS & GIRLS CLUB OF THE PERMIAN BASIN FOR CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS AN APPROXIMATE 1.928-ACRE TRACT LOCATED IN LOT 11A, BLOCK 7, HALEY HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF GOODE STREET AND GRIFFIN AVENUE)

WHEREAS, Boys & Girls Club of the Permian Basin (formerly known as Boys & Girls Club of Midland, Inc.) (the "*Club*") has requested that the City of Midland, Texas, agree to lease certain City-owned property with an address of 1321 Goode Street, more particularly described as an approximate 1.928-acre tract located in Lot 11A, Block 7, Haley Heights, an addition to the City of Midland, Midland County, Texas (generally located northeast of the intersection of Goode Street and Griffin Avenue) (the "*Property*"), as shown on Exhibit A, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the Property is currently occupied by the Club as a holdover pursuant to that certain Ground Lease Agreement dated May 29, 1995, between the City and the Club, which requires the Property to be used for the implementation of youth development and recreational programs sponsored by the Club; and

WHEREAS, the Club intends to use the Property for the implementation of educational programs, after-school programs, and sports activities for the benefit of the community; and

WHEREAS, a public hearing before the City Council was held on the proposed lease of the Property to the Club in the City Council Chambers on May 12, 2026, in accordance with Chapter 26 of the Texas Parks and Wildlife Code; and

WHEREAS, following the public hearing referenced in the previous recital, the City Council passed Resolution No. 2026-070 making certain fundings pursuant to Chapter 26 of the Texas Parks and Wildlife Code and authorizing the City Manager to negotiate and execute a lease agreement with the Club for the Property; and

WHEREAS, Resolution No. 2026-070 requires the City Council to approve the lease agreement for the Property prior to the lease agreement becoming effective; and

WHEREAS, the City Council finds it to be in the public interest to approve the lease agreement with the Club for the lease of the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby approved and adopted by the City Council of the City of Midland, Texas.

SECTION TWO. That the lease agreement between the City of Midland, Texas, and the Club for the lease of the Property, which is attached hereto as Exhibit B and incorporated herein for all purposes, is hereby approved.

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:

_____
Laurie Williams, Director of Parks and Recreation

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney


W Carter Ave
S Goode St
S Goode St
Johnston St
Johnston St
Collins
Taylor Park
Taylor Park
Boys & Girls Club
of Midland - Taylor...
1321 S. Goode St
W Griffin Ave
EXHIBIT A - BOYS AND GIRLS CLUB AT
TAYLOR PARK

TAYLOR PARK
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and effective this 9th day of June, 2026, (the "Commencement Date") by and between the CITY OF MIDLAND, TEXAS ("City" or "Lessor"), a home-rule municipal corporation, and BOYS & GIRLS CLUB OF THE PERMIAN BASIN ("Lessee").

WITNESSETH:

WHEREAS, the City owns and operates the building with an address of 1321 Goode Street, which is located on a 1.928-acre tract of land in Lot 11A, Block 7, Haley Heights Addition, City and County of Midland, Texas (the "Property"); and

WHEREAS, City desires to lease the Property to Lessee upon the terms and conditions set forth herein;

WHEREAS, Lessee's use of the Property for the purpose set forth herein promotes a public purpose of the City of Midland, Texas as required by Texas Local Government Code § 253.011(d); and;

WHEREAS, this Agreement ensures that the real property interest granted to Lessee shall automatically terminate if Lessee fails to use the Property for the purpose stated herein;

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows**:**

ARTICLE 1.
GRANT OF LEASE & AUTHORIZED USE

A. **Leased Premises:** City agrees to lease the Property to Lessee together with all improvements and appurtenances located thereon (the "Leased Premises"). The Leased Premises is further depicted on **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Acceptance of Leased Premises:** Lessee accepts the Leased Premises, improvements, including all fixtures, apparatus and equipment located therein and **BY EXECUTING THIS AGREEMENT THE LESSEE AGREES AND ACKNOWLEDGES THAT LESSEE IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY CITY THAT THE LEASED PREMISES IS FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO**

THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE SAME. LESSEE ALSO RECOGNIZES THAT, BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO LEASE THE LEASED PREMISES "AS IS," THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. LESSEE SHALL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THAT THE LEASED PREMISES IS ACCEPTED "AS IS" AND WITH ALL FAULTS.

ARTICLE 2.
TERM

A. The term of this Agreement shall commence on the Commencement Date and continue thereafter for a period of ten (10) years. Upon the expiration of such ten-year period, the term may be extended for one additional term of ten (10) years, upon the mutual agreement of both parties to this Agreement. Notwithstanding the foregoing or any contrary provision herein, this Agreement may be terminated earlier pursuant to Article 11.N.

B. This Agreement shall terminate and become null and void without further notice on the expiration of the term specified, and any holding over by Lessee after the expiration of said term shall not constitute a renewal hereto or give Lessee any rights hereunder in or to the Leased Premises.

C. Notwithstanding any contrary provision contained herein, this Agreement shall automatically terminate and become null and void without further notice if Lessee ceases or fails to utilize the Leased Premises in a manner consistent with the purposes stated herein.

ARTICLE 3.
RENT

A. **Rent:** Lessee agrees to pay rent to the City for the use of the Leased Premises in the amount of $1.00 per year payable on the 1st day of May 2026 with a like amount being payable on the 1st day of May of each year thereafter during the term of this Agreement. Lessee may elect to pay in advance the rental fees due under this Agreement, according to the payment provisions herein.

B. **Notice of Payment:** All payments shall be made to the City of Midland and sent to the attention of the City's Parks and Recreation Director, at City's address stated in Article 11.C. The failure to make any payment when due may result in a termination of the Agreement as provided for herein.

ARTICLE 4.
UTILITIES

Lessee shall be solely responsible for the payment of all electric, telephone, internet, water, refuse, natural gas and other public utility services used on the Leased Premises.

ARTICLE 5.
USE OF PREMISES

It is understood and agreed that the purpose for which the Leased Premises is being leased to Lessee is for the implementation of youth development and recreational programs sponsored by the Boys & Girls Club of Midland, Inc. The parties acknowledge and agree that the use of the Leased Premises contemplated in this Agreement promotes a public purpose of the City of Midland.

ARTICLE 6.
MAINTENANCE, REPAIR AND RESTORATION OF LEASED PREMISES

A. **Maintenance:** Lessee shall, at Lessee's sole expense, keep the Leased Premises and all improvements of any kind, which may exist on the Commencement Date, or are erected, installed, or made thereon by Lessee after the Commencement Date, not required herein to be maintained by City in good repair, condition and appearance.

B. **Construction by Lessee:** Lessee shall have the right at any time and from time to time during the term of this Agreement to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Leased Premises and correct and change the contour of the Leased Premises, subject to the following general conditions:

1. The costs of any such construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by Lessee.

2. The Leased Premises shall at all times be kept free of mechanic's and materialmen's liens.

3. Lessor shall be notified at the time of commencement of any work.

ARTICLE 7.
SUBLEASING

Lessee may sublet the Leased Premises to any corporation organized under the Texas Non-Profit Corporation Act for the purpose of operating and maintaining educational programs sponsored by Lessee. Lessee may not sublet the Leased Premises to any other party without the prior written consent of Lessor, which shall not be unreasonably conditioned, withheld, or delayed.

ARTICLE 8.
INDEMNITY

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS 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 LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF THE OPERATIONS CONDUCTED ON THE LEASED PREMISES, AND LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT ARISES OUT OF OPERATIONS CONDUCTED ON THE LEASED PREMISES AND IS OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LESSEE AGREES TO BE RESPONSIBLE FOR THE WORKER'S COMPENSATION INSURANCE ON ITS EMPLOYEES. IF ANY CLAIM FOR WORKER'S COMPENSATION BENEFITS IS ASSERTED AGAINST CITY BY AND OF SAID EMPLOYEES OR, IN THE EVENT OF DEATH, BY THEIR PERSONAL REPRESENTATIVE(S), THEN UPON WRITTEN NOTICE FROM CITY, LESSEE SHALL DEFEND CITY AGAINST SUCH CLAIM(S) AND SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ANY SUCH CLAIM(S) TO THE EXTENT AND ALL BENEFITS, COSTS OF LITIGATION, DISBURSEMENTS AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH.

ARTICLE 9.
INSURANCE

A. **Coverage Required:** During the period of construction of any building or other improvement on the Leased Premises and at all times during the term of this Agreement, Lessee shall keep all improvements insured against loss or damage by fire, with extended coverage endorsement or its equivalent in such responsible insurance companies as Lessee shall select and Lessor shall approve, and in amounts not less than eighty percent (80%) of the fair insurable value of the building and other improvements. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and shall provide that any loss of $100,000.00 or less be payable solely to Lessee, which sum Lessee shall use for repair and restoration purposes, and any loss over $100,000.00 shall be made payable to Lessor and Lessee.

1. **Lessee, at its own expense agrees to provide and keep in force during the term of this lease, general liability insurance covering Lessor as well as Lessee with one or more responsible insurance companies duly authorized to transact business in Texas, the general liability insurance to be in the amount of not less than $100,000.00 for one person, and not less than $100,000.00 for one accident, protecting Lessee against liability to any employees or servants of Lessee and to**

any other person or persons whomsoever arising out of or in connection with the occupation, use, or condition of the Leased Premises, and naming Lessor as an additional insured.

2. **Lessee agrees at its own cost and expense to obtain and maintain (to the extent reasonably procurable) at all times when demolition, excavation, or construction work is in progress on the premises, construction liability insurance with responsible insurance companies, legally authorized to transact business in the State of Texas with limits of $300,000.00 to $1,000,000.00 for damages to persons and $100,000 property damage, protecting Lessor and Lessee as well as such other person or persons as lessee may designate against any and all liability for injury or damage to any person or property in any way arising out of such demolition, excavation, or construction work.**

B. **Certificate of Insurance:** Prior to the execution of this Agreement, and for so long as this Agreement is in effect, Lessee shall provide City a current certificate of insurance executed by the insurance carrier issuing said policy certifying that said insurance is in full force and effect, that all operations of Lessee are covered by such policy, that subrogation is waived as to City, and that City is named as an additional insured.

C. **No Limitation on Indemnity:** The amount or amounts of all required policies shall not be deemed a limitation of the Lessee's obligation to indemnify and hold harmless City, its officers and employees in the event Lessee or City, its officers or employees shall become liable in an amount in excess of the amount or amounts of such policies.

D. **City's Right to Purchase Insurance:** If Lessee's insurance required by this Article shall lapse, City reserves the right to obtain insurance at Lessee's sole cost and expense. Upon demand from City, Lessee shall reimburse City for the full amount of the premium paid on Lessee's behalf or, at City's option, such amounts shall be added as amounts due City as rent pursuant to Article 3.

ARTICLE 10.
DEFAULT AND REMEDIES

A. **Events of Default:** The following events shall constitute events of default of Lessee pursuant to this Agreement:

(1) The failure of Lessee to pay at the time and place due any installment of rent or any other payment due to City by Lessee pursuant to this Agreement;

(2) The abandonment of the Leased Premises by Lessee for a period exceeding ninety (90) consecutive days;

(3) Lessee's violation of any other covenant, term or provision in this Agreement and the failure of Lessee to remedy such violation within a period of ninety (90) days after written notice thereof by City to Lessee;

(4) Failure of a trustee in bankruptcy to affirm this Agreement within ninety (90) days after the filing of any voluntary petition by or against Lessee, or by or against any then owner of Lessee's estate and interest in this Agreement under any provision of the United States Bankruptcy Code or any other applicable law;

(5) Any assignment by Lessee for the benefit of creditors; or

(6) Any appointment of a receiver of the assets of Lessee.

B. **No Waiver:** City's failure or delay in declaring the existence of an event of default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of City to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such event of default. A waiver of any event of default shall not be deemed to be a waiver of the same, similar or any other subsequent event of default.

ARTICLE 11.
MISCELLANEOUS

A. **Relationship of Parties:** It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed in any way as making Lessee an agent of City. The relationship of the parties shall only be construed as one between a landlord and tenant.

B. **Entire Agreement:** This Agreement embodies the entire agreement between City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed modified, discharged or extended, except by written instrument duly executed by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in the aforesaid Agreement.

C. **Notices:** Whenever any notices required by this Agreement are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

If to City:

Director of Parks and Recreation Department
City of Midland
P.O. Box 1152
Midland, Texas 79702

If to Lessee:

Boys & Girls Club Taylor Park
1321 Goode Street

Midland, Texas

All payments shall be made payable to the City of Midland and sent to the attention of the City's Parks and Recreation Director. The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

D. **Surrender:** On the termination of this Agreement, or upon any reentry by City into the Leased Premises, Lessee shall quit and surrender the Leased Premises to City in good order, condition and repair except for ordinary wear and tear and such damage or destruction as City is required to repair or restore under this Agreement, and the Lessee shall remove all Lessee's property therefrom except as otherwise expressly provided in this Agreement. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

E. **Warranty of Title**: Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises subject to covenants, conditions, restrictions, easements, and other matters of record.

F. **Quiet Enjoyment:** Subject to Lessee's obligation to observe all the terms, covenants and conditions of this Agreement, including the timely payment of all rents due hereunder, Lessee may peaceably and quietly enjoy the Leased Premises.

G. **Taxes and Assessments:** Lessee shall timely pay all taxes, license fees, occupational taxes or assessments, special or general, lawfully levied on account of Lessee's occupancy, and upon Lessee's fixtures, equipment and personal property in and on the Leased Premises.

H. **ATTORNEY'S FEES: BY EXECUTING THIS AGREEMENT, LESSEE AND CITY AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EITHER HAS OR MAY HAVE AGAINST THE OTHER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE LEASE. LESSEE AND CITY SPECIFICALLY AGREE THAT IF THE LESSEE OR CITY 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) LESSEE AND CITY AGREE TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE OR CITY MIGHT OTHERWISE BE ENTITLED. LESSEE AND CITY AGREE THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING RIGHT. LESSEE AND CITY ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. BY EXECUTION OF THE AGREEMENT, BOTH PARTIES HEREBY REPRESENT AND WARRANT TO THE OTHER PARTY THAT THEY**

HAVE READ AND UNDERSTOOD THE AGREEMENT. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

I. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas.

J. **Severability:** If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision were not included herein.

K. **Captions:** Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent to any provision herein.

L. **Alterations, Amendments, and Modifications:** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing and duly executed by the parties to this Agreement.

M. **Cumulative Rights and Remedies:** The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

N. **Termination At Will:** City may terminate this Agreement at will for no or any reason upon giving ninety (90) days' written notice to Lessee. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term without penalty to City. Lessee has no expectation and has received no guarantees that this Agreement will not be terminated. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of this Agreement.

O. **Governmental Immunity:** By executing this Agreement, City is not waiting its right of governmental immunity. City is retaining its immunity from suit and liability. City is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

P. **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.

Q. **Assignment:** Lessee shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City.

The issue on whether to grant consent to an assignment is in the sole discretion of City.

R. **No Waiver of Governmental Immunity; Ch. 271, Tex. Loc. Gov't Code:** The parties acknowledge that this Agreement does not constitute a contract for providing goods and/or services to City, as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and City does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to governmental immunity from liability or suit. City expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this Agreement constitutes a waiver of City's governmental immunity and the parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of City'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 City's governmental immunity for the benefit of any third party.

This Agreement merely prohibits Lessee and its agents from using the Leased Premises for any other purpose than that described herein. This Agreement restricts the use of the Leased Premises to a specific purpose but does not require the use of Leased Premises for a specific purpose. This Agreement does not require Lessee or its agents to construct, operate, repair, maintain, replace or remove any facilities or structures described herein. Lessee and its agents are not providing a service to City. Lessee is paying City for a leasehold interest in the Leased Premises, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Lessee's use of the Leased Premises in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive City's governmental immunity.

S. **RELEASE:** **LESSEE HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES CITY, ITS EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT LESSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

[signature page follows]

WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 2026.

THE CITY OF MIDLAND, TEXAS

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

Boys & Girls Club of the Permian Basin

_____
Andra Lancaster Jones
Executive Director, Midland

STATE OF TEXAS §
§
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Andra Lancaster Jones, Executive Director of the Boys & Girls Club of the Permian Basin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Boys & Girls Club of the Permian Basin.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

My Commission Expires:

_____
Notary Public, State of Texas


W Carter Ave
S Goode St
S Goode St
Johnston St
Johnston St
Collins
Taylor Park
Taylor Park
Boys & Girls Club
of Midland - Taylor...
1321 S. Goode St
W Griffin Ave
EXHIBIT A - BOYS AND GIRLS CLUB AT
TAYLOR PARK


W Carter Ave
S Goode St
S Goode St
Johnston St
Johnston St
Collins
Taylor Park
Taylor Park
Boys & Girls Club
of Midland - Taylor...
1321 S. Goode St
W Griffin Ave
EXHIBIT A - BOYS AND GIRLS CLUB AT
TAYLOR PARK

TAYLOR PARK
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and effective this 9th day of June, 2026, (the "Commencement Date") by and between the CITY OF MIDLAND, TEXAS ("City" or "Lessor"), a home-rule municipal corporation, and BOYS & GIRLS CLUB OF THE PERMIAN BASIN ("Lessee").

WITNESSETH:

WHEREAS, the City owns and operates the building with an address of 1321 Goode Street, which is located on a 1.928-acre tract of land in Lot 11A, Block 7, Haley Heights Addition, City and County of Midland, Texas (the "Property"); and

WHEREAS, City desires to lease the Property to Lessee upon the terms and conditions set forth herein;

WHEREAS, Lessee's use of the Property for the purpose set forth herein promotes a public purpose of the City of Midland, Texas as required by Texas Local Government Code § 253.011(d); and;

WHEREAS, this Agreement ensures that the real property interest granted to Lessee shall automatically terminate if Lessee fails to use the Property for the purpose stated herein;

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows**:**

ARTICLE 1.
GRANT OF LEASE & AUTHORIZED USE

A. **Leased Premises:** City agrees to lease the Property to Lessee together with all improvements and appurtenances located thereon (the "Leased Premises"). The Leased Premises is further depicted on **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Acceptance of Leased Premises:** Lessee accepts the Leased Premises, improvements, including all fixtures, apparatus and equipment located therein and **BY EXECUTING THIS AGREEMENT THE LESSEE AGREES AND ACKNOWLEDGES THAT LESSEE IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY CITY THAT THE LEASED PREMISES IS FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO**

THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE SAME. LESSEE ALSO RECOGNIZES THAT, BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO LEASE THE LEASED PREMISES "AS IS," THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. LESSEE SHALL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THAT THE LEASED PREMISES IS ACCEPTED "AS IS" AND WITH ALL FAULTS.

ARTICLE 2.
TERM

A. The term of this Agreement shall commence on the Commencement Date and continue thereafter for a period of ten (10) years. Upon the expiration of such ten-year period, the term may be extended for one additional term of ten (10) years, upon the mutual agreement of both parties to this Agreement. Notwithstanding the foregoing or any contrary provision herein, this Agreement may be terminated earlier pursuant to Article 11.N.

B. This Agreement shall terminate and become null and void without further notice on the expiration of the term specified, and any holding over by Lessee after the expiration of said term shall not constitute a renewal hereto or give Lessee any rights hereunder in or to the Leased Premises.

C. Notwithstanding any contrary provision contained herein, this Agreement shall automatically terminate and become null and void without further notice if Lessee ceases or fails to utilize the Leased Premises in a manner consistent with the purposes stated herein.

ARTICLE 3.
RENT

A. **Rent:** Lessee agrees to pay rent to the City for the use of the Leased Premises in the amount of $1.00 per year payable on the 1st day of May 2026 with a like amount being payable on the 1st day of May of each year thereafter during the term of this Agreement. Lessee may elect to pay in advance the rental fees due under this Agreement, according to the payment provisions herein.

B. **Notice of Payment:** All payments shall be made to the City of Midland and sent to the attention of the City's Parks and Recreation Director, at City's address stated in Article 11.C. The failure to make any payment when due may result in a termination of the Agreement as provided for herein.

ARTICLE 4.
UTILITIES

Lessee shall be solely responsible for the payment of all electric, telephone, internet, water, refuse, natural gas and other public utility services used on the Leased Premises.

ARTICLE 5.
USE OF PREMISES

It is understood and agreed that the purpose for which the Leased Premises is being leased to Lessee is for the implementation of youth development and recreational programs sponsored by the Boys & Girls Club of Midland, Inc. The parties acknowledge and agree that the use of the Leased Premises contemplated in this Agreement promotes a public purpose of the City of Midland.

ARTICLE 6.
MAINTENANCE, REPAIR AND RESTORATION OF LEASED PREMISES

A. **Maintenance:** Lessee shall, at Lessee's sole expense, keep the Leased Premises and all improvements of any kind, which may exist on the Commencement Date, or are erected, installed, or made thereon by Lessee after the Commencement Date, not required herein to be maintained by City in good repair, condition and appearance.

B. **Construction by Lessee:** Lessee shall have the right at any time and from time to time during the term of this Agreement to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Leased Premises and correct and change the contour of the Leased Premises, subject to the following general conditions:

1. The costs of any such construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by Lessee.

2. The Leased Premises shall at all times be kept free of mechanic's and materialmen's liens.

3. Lessor shall be notified at the time of commencement of any work.

ARTICLE 7.
SUBLEASING

Lessee may sublet the Leased Premises to any corporation organized under the Texas Non-Profit Corporation Act for the purpose of operating and maintaining educational programs sponsored by Lessee. Lessee may not sublet the Leased Premises to any other party without the prior written consent of Lessor, which shall not be unreasonably conditioned, withheld, or delayed.

ARTICLE 8.
INDEMNITY

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS 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 LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF THE OPERATIONS CONDUCTED ON THE LEASED PREMISES, AND LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT ARISES OUT OF OPERATIONS CONDUCTED ON THE LEASED PREMISES AND IS OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LESSEE AGREES TO BE RESPONSIBLE FOR THE WORKER'S COMPENSATION INSURANCE ON ITS EMPLOYEES. IF ANY CLAIM FOR WORKER'S COMPENSATION BENEFITS IS ASSERTED AGAINST CITY BY AND OF SAID EMPLOYEES OR, IN THE EVENT OF DEATH, BY THEIR PERSONAL REPRESENTATIVE(S), THEN UPON WRITTEN NOTICE FROM CITY, LESSEE SHALL DEFEND CITY AGAINST SUCH CLAIM(S) AND SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ANY SUCH CLAIM(S) TO THE EXTENT AND ALL BENEFITS, COSTS OF LITIGATION, DISBURSEMENTS AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH.

ARTICLE 9.
INSURANCE

A. **Coverage Required:** During the period of construction of any building or other improvement on the Leased Premises and at all times during the term of this Agreement, Lessee shall keep all improvements insured against loss or damage by fire, with extended coverage endorsement or its equivalent in such responsible insurance companies as Lessee shall select and Lessor shall approve, and in amounts not less than eighty percent (80%) of the fair insurable value of the building and other improvements. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and shall provide that any loss of $100,000.00 or less be payable solely to Lessee, which sum Lessee shall use for repair and restoration purposes, and any loss over $100,000.00 shall be made payable to Lessor and Lessee.

1. **Lessee, at its own expense agrees to provide and keep in force during the term of this lease, general liability insurance covering Lessor as well as Lessee with one or more responsible insurance companies duly authorized to transact business in Texas, the general liability insurance to be in the amount of not less than $100,000.00 for one person, and not less than $100,000.00 for one accident, protecting Lessee against liability to any employees or servants of Lessee and to**

any other person or persons whomsoever arising out of or in connection with the occupation, use, or condition of the Leased Premises, and naming Lessor as an additional insured.

2. **Lessee agrees at its own cost and expense to obtain and maintain (to the extent reasonably procurable) at all times when demolition, excavation, or construction work is in progress on the premises, construction liability insurance with responsible insurance companies, legally authorized to transact business in the State of Texas with limits of $300,000.00 to $1,000,000.00 for damages to persons and $100,000 property damage, protecting Lessor and Lessee as well as such other person or persons as lessee may designate against any and all liability for injury or damage to any person or property in any way arising out of such demolition, excavation, or construction work.**

B. **Certificate of Insurance:** Prior to the execution of this Agreement, and for so long as this Agreement is in effect, Lessee shall provide City a current certificate of insurance executed by the insurance carrier issuing said policy certifying that said insurance is in full force and effect, that all operations of Lessee are covered by such policy, that subrogation is waived as to City, and that City is named as an additional insured.

C. **No Limitation on Indemnity:** The amount or amounts of all required policies shall not be deemed a limitation of the Lessee's obligation to indemnify and hold harmless City, its officers and employees in the event Lessee or City, its officers or employees shall become liable in an amount in excess of the amount or amounts of such policies.

D. **City's Right to Purchase Insurance:** If Lessee's insurance required by this Article shall lapse, City reserves the right to obtain insurance at Lessee's sole cost and expense. Upon demand from City, Lessee shall reimburse City for the full amount of the premium paid on Lessee's behalf or, at City's option, such amounts shall be added as amounts due City as rent pursuant to Article 3.

ARTICLE 10.
DEFAULT AND REMEDIES

A. **Events of Default:** The following events shall constitute events of default of Lessee pursuant to this Agreement:

(1) The failure of Lessee to pay at the time and place due any installment of rent or any other payment due to City by Lessee pursuant to this Agreement;

(2) The abandonment of the Leased Premises by Lessee for a period exceeding ninety (90) consecutive days;

(3) Lessee's violation of any other covenant, term or provision in this Agreement and the failure of Lessee to remedy such violation within a period of ninety (90) days after written notice thereof by City to Lessee;

(4) Failure of a trustee in bankruptcy to affirm this Agreement within ninety (90) days after the filing of any voluntary petition by or against Lessee, or by or against any then owner of Lessee's estate and interest in this Agreement under any provision of the United States Bankruptcy Code or any other applicable law;

(5) Any assignment by Lessee for the benefit of creditors; or

(6) Any appointment of a receiver of the assets of Lessee.

B. **No Waiver:** City's failure or delay in declaring the existence of an event of default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of City to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such event of default. A waiver of any event of default shall not be deemed to be a waiver of the same, similar or any other subsequent event of default.

ARTICLE 11.
MISCELLANEOUS

A. **Relationship of Parties:** It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed in any way as making Lessee an agent of City. The relationship of the parties shall only be construed as one between a landlord and tenant.

B. **Entire Agreement:** This Agreement embodies the entire agreement between City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed modified, discharged or extended, except by written instrument duly executed by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in the aforesaid Agreement.

C. **Notices:** Whenever any notices required by this Agreement are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

If to City:

Director of Parks and Recreation Department
City of Midland
P.O. Box 1152
Midland, Texas 79702

If to Lessee:

Boys & Girls Club Taylor Park
1321 Goode Street

Midland, Texas

All payments shall be made payable to the City of Midland and sent to the attention of the City's Parks and Recreation Director. The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

D. **Surrender:** On the termination of this Agreement, or upon any reentry by City into the Leased Premises, Lessee shall quit and surrender the Leased Premises to City in good order, condition and repair except for ordinary wear and tear and such damage or destruction as City is required to repair or restore under this Agreement, and the Lessee shall remove all Lessee's property therefrom except as otherwise expressly provided in this Agreement. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

E. **Warranty of Title**: Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises subject to covenants, conditions, restrictions, easements, and other matters of record.

F. **Quiet Enjoyment:** Subject to Lessee's obligation to observe all the terms, covenants and conditions of this Agreement, including the timely payment of all rents due hereunder, Lessee may peaceably and quietly enjoy the Leased Premises.

G. **Taxes and Assessments:** Lessee shall timely pay all taxes, license fees, occupational taxes or assessments, special or general, lawfully levied on account of Lessee's occupancy, and upon Lessee's fixtures, equipment and personal property in and on the Leased Premises.

H. **ATTORNEY'S FEES: BY EXECUTING THIS AGREEMENT, LESSEE AND CITY AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EITHER HAS OR MAY HAVE AGAINST THE OTHER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE LEASE. LESSEE AND CITY SPECIFICALLY AGREE THAT IF THE LESSEE OR CITY 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) LESSEE AND CITY AGREE TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE OR CITY MIGHT OTHERWISE BE ENTITLED. LESSEE AND CITY AGREE THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING RIGHT. LESSEE AND CITY ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. BY EXECUTION OF THE AGREEMENT, BOTH PARTIES HEREBY REPRESENT AND WARRANT TO THE OTHER PARTY THAT THEY**

HAVE READ AND UNDERSTOOD THE AGREEMENT. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

I. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas.

J. **Severability:** If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision were not included herein.

K. **Captions:** Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent to any provision herein.

L. **Alterations, Amendments, and Modifications:** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing and duly executed by the parties to this Agreement.

M. **Cumulative Rights and Remedies:** The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

N. **Termination At Will:** City may terminate this Agreement at will for no or any reason upon giving ninety (90) days' written notice to Lessee. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term without penalty to City. Lessee has no expectation and has received no guarantees that this Agreement will not be terminated. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of this Agreement.

O. **Governmental Immunity:** By executing this Agreement, City is not waiting its right of governmental immunity. City is retaining its immunity from suit and liability. City is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

P. **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.

Q. **Assignment:** Lessee shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City.

The issue on whether to grant consent to an assignment is in the sole discretion of City.

R. **No Waiver of Governmental Immunity; Ch. 271, Tex. Loc. Gov't Code:** The parties acknowledge that this Agreement does not constitute a contract for providing goods and/or services to City, as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and City does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to governmental immunity from liability or suit. City expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this Agreement constitutes a waiver of City's governmental immunity and the parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of City'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 City's governmental immunity for the benefit of any third party.

This Agreement merely prohibits Lessee and its agents from using the Leased Premises for any other purpose than that described herein. This Agreement restricts the use of the Leased Premises to a specific purpose but does not require the use of Leased Premises for a specific purpose. This Agreement does not require Lessee or its agents to construct, operate, repair, maintain, replace or remove any facilities or structures described herein. Lessee and its agents are not providing a service to City. Lessee is paying City for a leasehold interest in the Leased Premises, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Lessee's use of the Leased Premises in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive City's governmental immunity.

S. **RELEASE:** **LESSEE HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES CITY, ITS EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT LESSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

[signature page follows]

WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 2026.

THE CITY OF MIDLAND, TEXAS

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

Boys & Girls Club of the Permian Basin

_____
Andra Lancaster Jones
Executive Director, Midland

STATE OF TEXAS §
§
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Andra Lancaster Jones, Executive Director of the Boys & Girls Club of the Permian Basin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Boys & Girls Club of the Permian Basin.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

My Commission Expires:

_____
Notary Public, State of Texas

City Council Meeting

Item Number: 14.
Meeting Date: June 9, 2026
To: City Council
From: Greg Snow, Police Chief
Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDLAND SHUTTLE SERVICES INC.; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

Purpose:
Resolution authorizing the issuance of an operating certificate for Midland Shuttle Service; setting forth conditions accompanying the certificate; and establishing the terms of the certificate.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
Jose Mateus, owner and operator of Midland Shuttle Service, Inc., has filed an application with the City Secretary's Office for approval of his operating certificate. He has passed the requisite background investigation related to his driving history conducted by the Midland Police Department. Mr. Mateus has furnished the necessary documents related to proof of financial responsibility, as well as signed a copy of the application for operating certificate indicating acceptance of provisions.

Attachments:
A. Reso w exh - Midland Shuttle Services Reso w Exh
B. Midland Shuttle Service

Greg Snow, Police Department	Created/Initiated - 5/5/2026
Greg Snow, Police Department	Approved - 5/5/2026
Christy Weakland, City Secretary	Approved - 5/7/2026
Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/2/2026

Jose Ortiz, City Secretary
Rachel Guentensberger, City Secretary

Approved - 6/3/2026
Final Approval - 6/3/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDLAND SHUTTLE SERVICES INC.; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to grant to Midland Shuttle Services Inc. an operating certificate for a limousine business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the operating certificate set forth above unless and until:

A. Midland Shuttle Services Inc. has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as limousines under the operating certificate; and

B. Midland Shuttle Services Inc. has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. Midland Shuttle Services Inc. has signed a copy of the operating certificate indicating acceptance of the provisions set forth therein.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 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:

_____
Greg Snow, Police Chief

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

THIS OPERATING CERTIFICATE is issued to Midland Shuttle Services Inc. ("Operator") whose address is 1402 East Wadley Avenue, Midland, Texas 79705, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a limousine business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The name of the limousine business operated pursuant to this certificate shall be Midland Shuttle Services Inc.

2. Term: This certificate shall be valid and in effect for five (5) years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.

3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.

4. Compliance With All Laws: Operator must at all times operate the above-named limousine business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.

5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.

6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Airport, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS ____ DAY OF _____, 2026.

_____
Marcia Bentley-German, City Secretary
City of Midland, Texas

ACCEPTANCE

The Operator herein named accepts this operating certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.

Name:_____ Date:_____

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	3-20-26	
Name of Applicant	Jose Mateus/Midland Shuttle Service	
Application Complete?	Yes	No
Attachments Complete?	Yes	No
Copy of current lease or affidavit to ownership and occupancy	Yes	No
Application verified by City Secretary's Office:	Initials Here GM	
Certificate of Insurance included? ***(5-6-2(F) 3)**	Yes	No
Certificate of Insurance reviewed by Legal?	Approved	Disapproved
Original Application sent to Chief of Police by the City Secretary's Office?	Date Sent:	
Reviewed by Chief of Police?	Approved:	Disapproved
On file with City Secretary Office 15 days prior to Council Meeting ***(5-6-2(B))**	Yes	No
Date Application went to Council		
Results	Approved	Rejected

References from Ordinance No. 9577

Following review Please return to:

Gracie Martinez
City Secretary's Office

City Hall Room 330

For questions please call:

432-685-7430

CITY OF MIDLAND

APPLICATION FOR OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

The City of Midland reserves the right to deny this application and to require additional information as needed.

Please print in **black ink or type**:

1. Applicant Information:

   a. Name (complete): MIDLAND SHUTTLE SERVICES INC.
   Permanent Address: 1402 E. WADLEY AVE
   Mailing Address: 1402 E. WADLEY AVE
   City MIDLAND State TX Zip 79705
   Phone: 432. 260 5428

   b. Is this application filed by a partnership? Yes _____ No X
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone

   c. Is this application filed by a corporation? Yes X No ___
   If Yes, list the name and location of its principal place of business: 1402 E. WADLEY AVE. MIDLAND TX 79705
   Attach a list of the names and addresses of all officers, directors and stockholders in the corporation.

   d. List all persons with an interest in this limousine business:

Name	Address	Occupation
JOSE MATEUS	3501 MOCKINGBIRD LN MIDLAND TX 79707	PRESIDENT

2. Limousine Business Information:
   a. Headquarters Address: 1402 E. WADLEY AVE MIDLAND TX 79705
   Headquarters Phone: 432 260 5428

   b. Location and Description of Additional Limousine Stands:

   c. Trade Name: MIDLAND SHUTTLE SERVICES INC

   d. Color Scheme: BLACK

e. Description of each limousine:

Year	Make	Model	Cab #	Owner	Leased?
2011	FORD E 550	GRECH BUS		MSS	X N/A

3. Do you currently operate or have an interest in any limousine business other than Midland? If yes, provide complete information concerning same. NO

4. Please outline below your program and requirements to test employees to determine use of illegal drugs? (Minimum requirement: Test 50% of employees and 50% of contract drivers at least once a year.)

ALL DRIVER TESTED
RANDOM DRUG TEST PROGRAM IN PLACE

5. The following should be attached and made a part of this application:

Attachment A: financial statement of applicant and for all partners or corporation.
Attachment B: statement of assets and liabilities dedicated to limousine business.
Attachment C: liability insurance certificate to be approved by City Attorney's office.
Attachment D: applicants must supply a copy of their corporate charter or a copy of the corporation's certificate from the Texas Secretary of State indicating authority to conduct business in the State of Texas.
Attachment E: applicant's experience record.
Attachment F: City chauffeur's license application information.

6. Affidavit

I hereby swear or affirm that the information on this application and the attachments to same are true and correct to the best of my knowledge.

Applicant's signature

Subscribed and sworn to before me by the said
this the 20th day of MARCH, 2026, to certify which witness my hand and seal of office.

GRACIE MARTINEZ
Notary ID # 13406853-2
My Commission Expires
November 16, 2026

Notary Public

PLEASE BE ADVISED THAT CRIMINAL RECORDS OF ALL APPLICANTS WILL BE CHECKED PURSUANT TO TEX. REV. CIV. STAT. ANN. ART. 6252-13c (VERNON SUPP. 1998)

Return completed application and attachments to:

City Secretary's Office
300 N. Loraine, Room 340
Midland, Texas 79701

Attachment A

FINANCIAL STATEMENT

The following is a financial statement for JOSE MATEUS, an applicant for a limousine operating certificate in the application attached. This constitutes a full disclosure of my financial status. (Attach additional pages if necessary.)

ASSETS	LIABILITIES
REAL ESTATE	
3501 MOCKINGBIRD LN.	MORTGAGE, 500,000
VALUE, 2'000.000	
AUTOMOBILES	
FORD F 450. 50,000	
CADILLAC ESCALADE 52000	
CADILLAC ESCALADE 25,000	
PERSONAL AND HOUSEHOLD GOODS	
TOTAL, 500.000	
CASH	
50.000	
SECURITIES, STOCKS, OTHER INVESTMENTS	
200.000	
OTHER	

Applicant

Attachment B

ASSETS AND LIABILITIES DEDICATED TO LIMOUSINEBUSINESS

I, JOSE MATEUS, the applicant for an operating certificate in the attached application hereby designate the following of my assets and liabilities as being dedicated to the limousine business for which I seek an operating certificate. The following represents a full disclosure of my financial commitment to that limousinebusiness.

ASSETS	LIABILITIES
REAL ESTATE	
1402 E WADLEY 500,000	
AUTOMOBILES	
FORD F 550 GRECH MOTORS	
$ 120,000	
PERSONAL AND HOUSEHOLD GOODS	
CASH	
25,000	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

Applicant

Attachment C

INSURANCE COVERAGE

A Certificate of Insurance listing coverage and each vehicle covered shall be filed with this application as set forth in City Code 5-6-2(F).

Coverage shall be:

(a) not less than twenty thousand dollars ($20,000.00) for bodily injury or death in any one accident;

(b) not less than forty thousand dollars ($40,000.00) because of injury or death of two (2) or more persons in any one accident;

(c) not less than fifteen thousand dollars ($15,000.00) for property damage;

(d) not less than two thousand dollars ($2,000.00) for personal injury protection for passengers; and

(e) include uninsured motorists coverage in the same amounts as required for liability coverage.

Attachment D

CORPORATE CHARTER OR CERTIFICATE

Corporate applicants must supply a copy of their Corporate Charter or a copy of the corporation's certificate from the Texas Secretary of State indicating the corporation's authority to conduct business in the State of Texas. Please attach as Attachment D.

Attachment E

EXPERIENCE RECORD

I, JOSE KATEUS, the applicant for a limousine operating certificate in the attached application, have the following experience record in relation to limousineand other commercial transportation:

Company Name and Address	Dates of Service	Position with Company
MIDLAND SHUTTLE SVC	MAY/2010	PRESIDENT
1402. E WADLEY AVE		
MIDLAND TX 79705		

Total number of years driving a taxicab:

How long have you held a driver's license? 35 Y Date of Birth: 11/19/66

Provide information below for States in which you have held a Driver's License:

State of Issuance	Dates Held	Type	Driver's License Number
CALIFORNIA	1991 - 1995	C	
N. CAROLINA	1999 - 2007	C	
TEXAS	2008 - PRESENT	B	27397992

Describe any accident with a motor vehicle which you have had in the last ten years. Specific responsibility for the accident, any property damaged and the extent of any injuries suffered by any person involved:

Other Comments:

Applicant

Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): JOSE I. MATEJ
Address: 3501 MOCKINGBIRD LN Phone:
Business Address: 1402 E. WADLEY AVE Phone:
Birth Place: CHICAGO IL Birth Date: 11-19-1964 Age:
Race: 5 Sex: M Hgt 5.9 Wgt: 295 Hair: GRY Eyes: BRN Complexion: WHITE
List any body or facial marks/defects: N/A
Length of Residence: Midland 18 State TX U.S. Citizen? (Yes) or No:
Driving Experience-Number of Years: 35 Social Security #: 215-11-2259

TX DRIVERS LICENSE #: 27397982

LIMOUSINE COMPANY YOU ARE WORKING FOR:
Name of Limousine Company: MIDLAND SHUTTLE SERVICE
Limousine Company Address: 1402 E. WADLEY AVE
Physician Name: JOAD FIL
Physician Address: 2402 W. WALL ST. Phone #: 432-221-4800
MIDLAND TX 79701

HAVE YOU EVER BEEN ARRESTED? Yes _____ No X

List the charge(s) whether or not you know the date and/or disposition, and whether or not you were convicted: (Do not list traffic violations here.)

Place Arrested	Date	Charge	Disposition

(List additional arrests on the back of this sheet.)

If convicted of a criminal offense, you may attach any recommendations from authorities regarding your record of good conduct.

List all traffic violations you have received (if any):

Place	Date	Charge	Disposition

(List additional traffic violations on the back of this sheet.)

Any omission will result in a denial of this application. This information is true and correct to the best of my knowledge.

Signed: Jose Matej
Dated: 3/19/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2026

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 Edgewood Partners Ins. Center P.O. Box 1689 Pearl River NY 10965	CONTACT NAME: Tammy Gould PHONE (A/C, No, Ext): 702-364-4727 FAX (A/C, No): 702-364-9727 E-MAIL ADDRESS: Tammy.Gould@epicbrokers.com
INSURED MIDLSHU Midland Shuttle Services Inc 1402 E Wadley Ave Midland TX 79705	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Century Surety Company — 36951 INSURER B : Texas Insurance Company — 16543 INSURER C : General Star Indemnity Company — 37362 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 388673993 **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			CCP1310056	5/15/2025	5/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 500						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
B	AUTOMOBILE LIABILITY	Y		BRPCLLTTX01180008517801	2/11/2026	2/11/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [ ] OCCUR			IXG884951	2/11/2026	2/11/2027	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured, subject to the policy terms and conditions
City of Midland is included as additional insured as required by written contract. Subject to policy terms and conditions.

Covered Vehicle:
2017 Ford F550 #1FDAF5GT3HEC69541

CERTIFICATE HOLDER

City of Midland
300 N Loraine
Midland, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Midland Shuttle Services Inc.
File Number: 801246589

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/23/2010

Effective: 03/23/2010

Hope Andrade
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/
Phone: (512) 463-5555
Prepared by: Linda Basler
Fax: (512) 463-5709
TID: 10306
Dial: 7-1-1 for Relay Services
Document: 300250410002

City Council Meeting

Item Number: 15.
Meeting Date: June 9, 2026
To: City Council
From: Carl Craigo, Public Works Officer & Utilities Director
Subject: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

Purpose:
Resolution allowing the City of Midland to submit a grant application to the Water Supply and Infrastructure Grant opportunity through the Texas Water Development Board requesting $21,000,000.00 in grant funding for the construction of 19 wells at the Paul Davis Wellfield as part of the Paul Davis Wellfield Restoration Project. The resolution will also authorize city and project representatives to submit and manage application documents, confirm information, as well as speak and act on behalf of the project and project components.

Recommended Action:
Approve

Fiscal Impact:
Upon award of the grant, $21,000,000 will be appropriated to a grant project for this purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The submittal of a grant application to the Water Supply and Infrastructure Grant opportunity through the Texas Water Development Board shows Midland's dedication to identifying and pursuing alternative forms of funding lessening the community burden while establishing consistent and abundant water sources for current and future generations.

Attachments:
A. Reso - Water Supply and Infrastructure Grant Reso
B. TWDB-0201A Resolution Example

Michele Hagemann, Development Services	Created/Initiated - 5/19/2026
Carl Craigo, Utilities	Approved - 5/29/2026
Christy Weakland, Finance	Approved - 5/29/2026

Linda Ochoa, Legal	Approved - 6/2/2026
Morris Williams, City Manager	Approved - 6/3/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the Texas Water Development Board has created the Water Supply and Infrastructure Grant to aid municipalities by providing funding for qualified water supply and infrastructure projects; and

WHEREAS, the City is seeking grant funds for the construction of nineteen wells at the Paul Davis Wellfield (the "*Project*") as part of the Paul Davis Wellfield Restoration Project; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of a grant application for the Water Supply and Infrastructure Grant through the Texas Water Development Board for the funding of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $21,000,000.00 to provide for the costs of the Project.

SECTION TWO. That Michele Hagemann, Carl Craigo, and Alma McCammond be and are hereby designated the authorized representatives of the City of Midland for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION THREE. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Midland before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: George Williford, Hilltop Securities Inc.

Christy Weakland, City of Midland

Engineer: Carl Craigo, City of Midland

Garver, LLC

Bond Counsel: Robert Dransfield, Norton Rose Fullbright

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:

_____
Carl Craigo, Utilities Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Midland,TX requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Midland, TX:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $21,000,000.00 to provide for the costs of the Paul Davis Wellfield Restoration Project.

SECTION 2: That Michele Hagemann, Carl Craigo, and Alma McCammond be and is hereby designated the authorized representative of the City of Midland for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Midland before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Christy Weakland (City of Midland)

Engineer: Garver, LLC
Carl Craigo, P.E. (City of Midland)

Bond Counsel: _____

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

City Council Meeting

Item Number: 16.
Meeting Date: June 9, 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 AN 8,822-SQUARE-FOOT PORTION OF LOT 1, BLOCK 12, WESTRIDGE PARK ADDITION, SECTION 49, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND AVALON 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 (FIRST READING HELD MAY 12, 2026)

Purpose:
Press Café LLC, on behalf of Lusso Real Estate, LLC, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Millie Leigh's located at 1601 Avalon 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 and east are zoned RR, Regional Retail and is the location of retail stores and shops. The property to the south is 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 8,822 square feet and the proposed alcohol serviceable area is 6,545 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 7 a.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Saturday from 7 a.m. to 2 a.m.
Sunday from 10 a.m. to 2 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 Millie Leigh's is acceptable. The property must adhere to the maximum occupant load of 272 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) Millie Leigh’s 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 6,545 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7 a.m. to 2 a.m.
Sunday from 10 a.m. to 2 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 May 1, 2026, staff has not received any letters of objections.

Attachments:
A. ORDINANCE WITH EXHIBIT - SUD-26-0230.Press Cafe, LLC (Millie Leigh's) - Alcohol Sales Ord w Exh (1)
B. SUD-26-0230, Combined Docs
C. SUD-26-0230, Alcohol SUD Millie Leigh's

Kathy Rauda, City Secretary Created/Initiated - 5/12/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,822-SQUARE-FOOT PORTION OF LOT 1, BLOCK 12, WESTRIDGE PARK ADDITION, SECTION 49, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND AVALON 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 an 8,822-square-foot portion of Lot 1, Block 12, Westridge Park Addition, Section 49, 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 6,545 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That 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

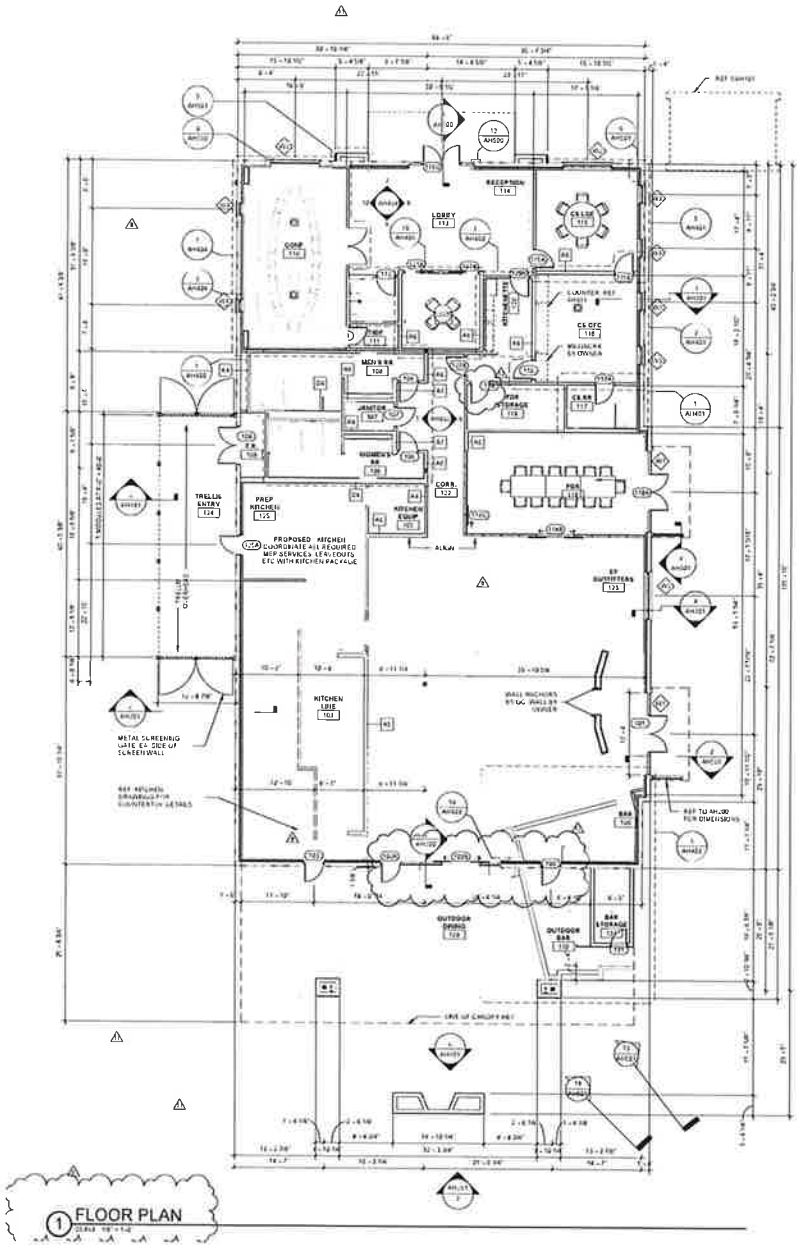
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

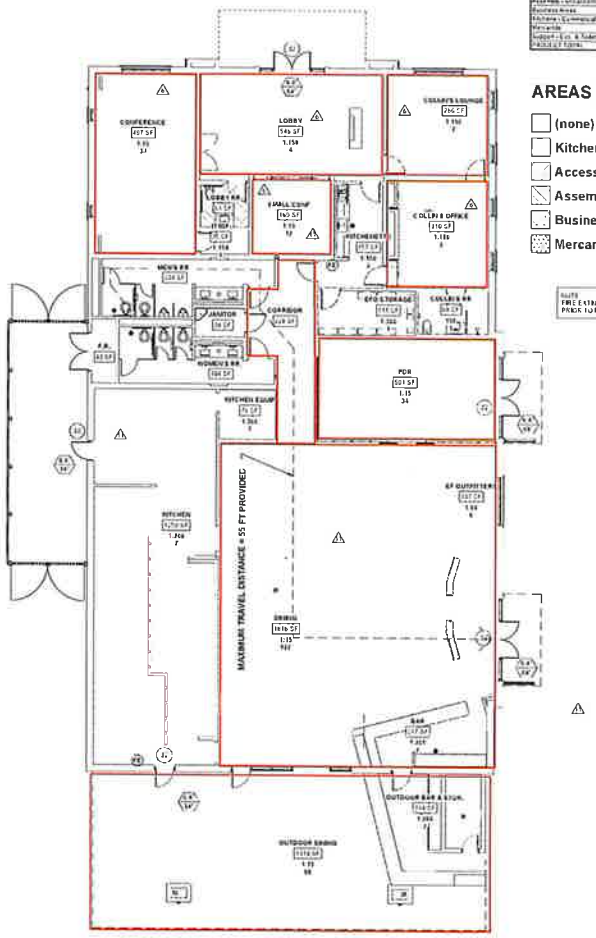
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



1 FLOOR PLAN



PLAN NORTH

1 AREA PLAN

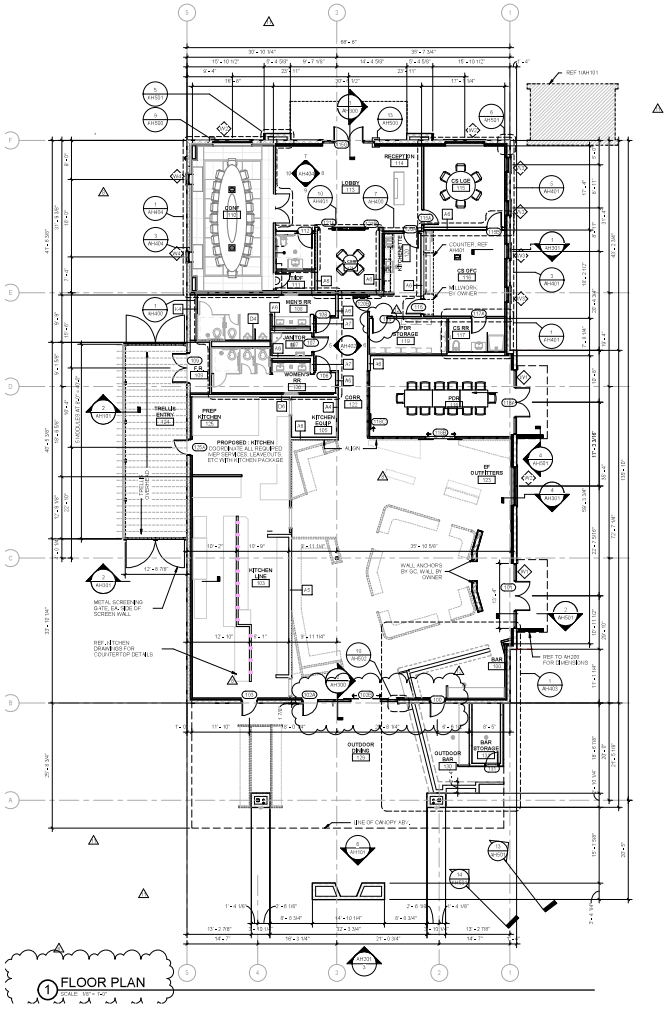
OCCUPANT LOAD / EXIT CALCULATIONS (GROSS AREA PLAN)

Occupancy Classification	Area	Occupant Load Factor	Occupancy Load	Egress Width Factor	0.3 EGRESS Egress Width
Accessory Storage Areas, Mech. Equipment Room	468 SF	300	1		0.12
Assembly - Unconcentrated (Tables & Chairs)	2612 SF	15	142		37.8
Business Areas	1166 SF	150	16		2.88
Kitchens - Commercial	1786 SF	200	9		5.67
Mercantile	797 SF	60	6	0.2	1.32
Outdoor - Exc. at Tables	4456 SF	15	0	0	0
Totals / # of Exits	4922 SF		172		58.67

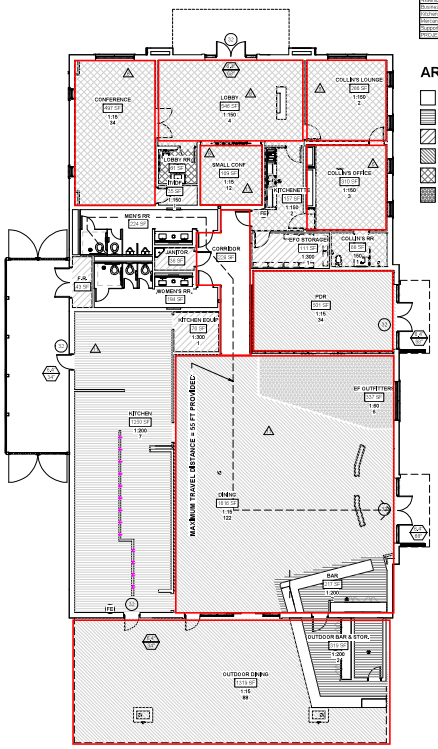
AREAS LEGEND

- (none)
- Kitchens - Commercial
- Accessory Storage Areas, Mech. Equipment Room
- Assembly - Unconcentrated (Tables & Chairs)
- Business Areas
- Mercantile

NOTE
FIRE EXTINGUISHER LOCATIONS MUST BE CONFIRMED WITH THE FIRE MARSHAL PRIOR TO INSTALLATION



1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 AREA PLAN
SCALE: 1/8" = 1'-0"

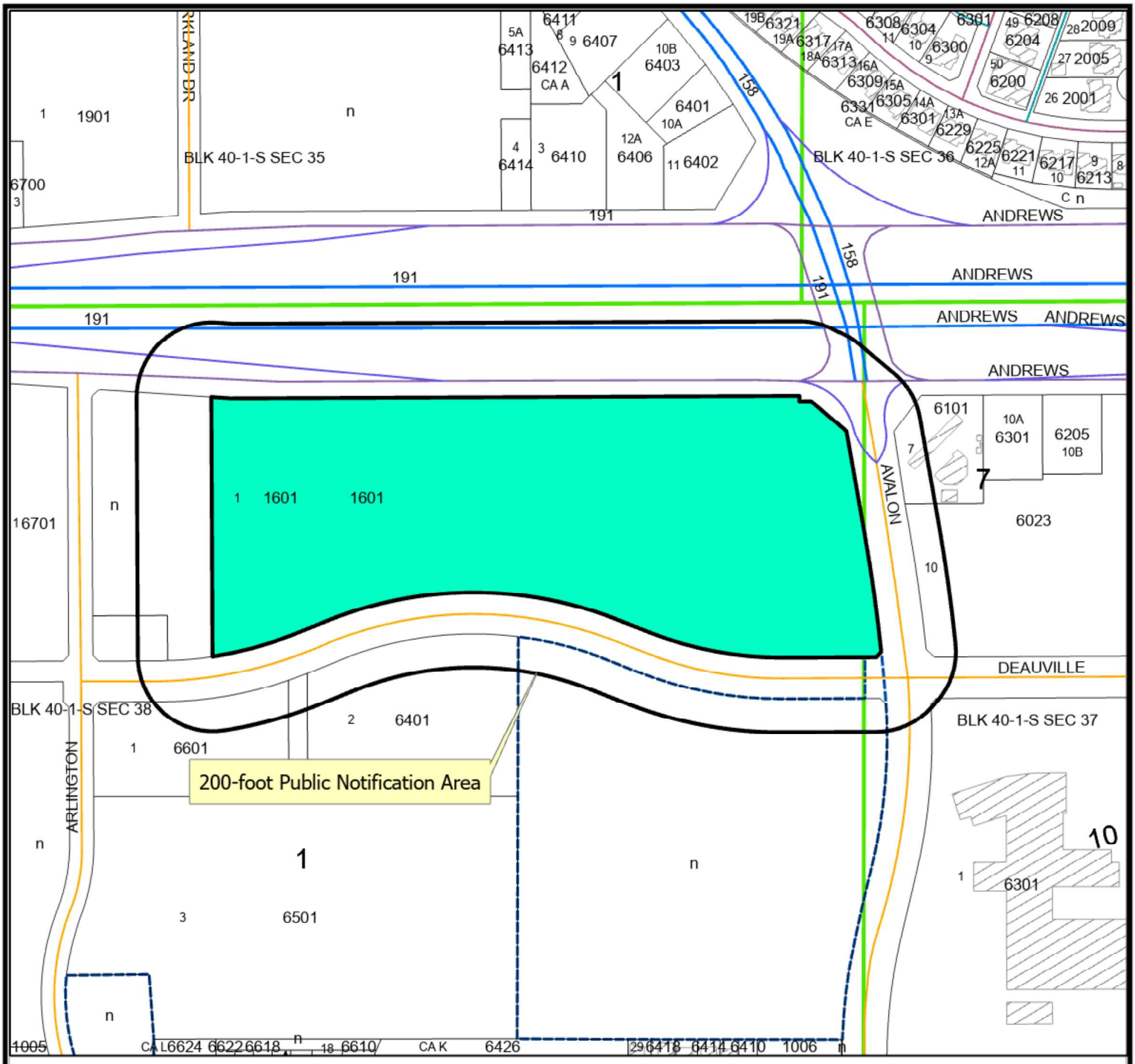
OCCUPANT LOAD / EXIT CALCULATIONS (GROSS AREA PLAN)

Occupancy Classification	Area	Occupant Load Factor	Occupancy Load	Egress Width Factor	REQ'D Egress Width
Accessory Storage Areas, Mech. Equipment Room	268 SF	300	1	0.2	0.2
Assembly - Unconcentrated (Tables & Chairs)	3537 SF	15	240		3.60
Business Areas	2149 SF	150	14		2.08
Kitchens - Commercial	1168 SF	200	6		1.20
Mercantile	337 SF	60	6	0.2	1.20
Support - Ctrs. & Tables	648 SF	0	0	0	0
PROJECT TOTAL	8002 SF		272		35.47

AREAS LEGEND

- (none)
- Kitchens - Commercial
- Accessory Storage Areas, Mech. Equipment Room
- Assembly - Unconcentrated (Tables & Chairs)
- Business Areas
- Mercantile

NOTE:
FIRE EXTINGUISHER LOCATIONS MUST BE CONFIRMED WITH THE FIRE MARSHAL PRIOR TO INSTALLATION.



Location Map

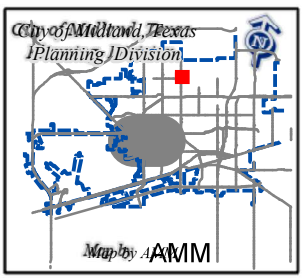
SUD-26-0230 **Scale: 1" = 382 '**

Consider a request by Press Café, LLC, on behalf of Lusso Real Estate, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption, in a restaurant, for a 8,822-square foot portion of Lot 1, Block 12, Westridge Park Addition, Section 49, City and County of Midland, Texas.

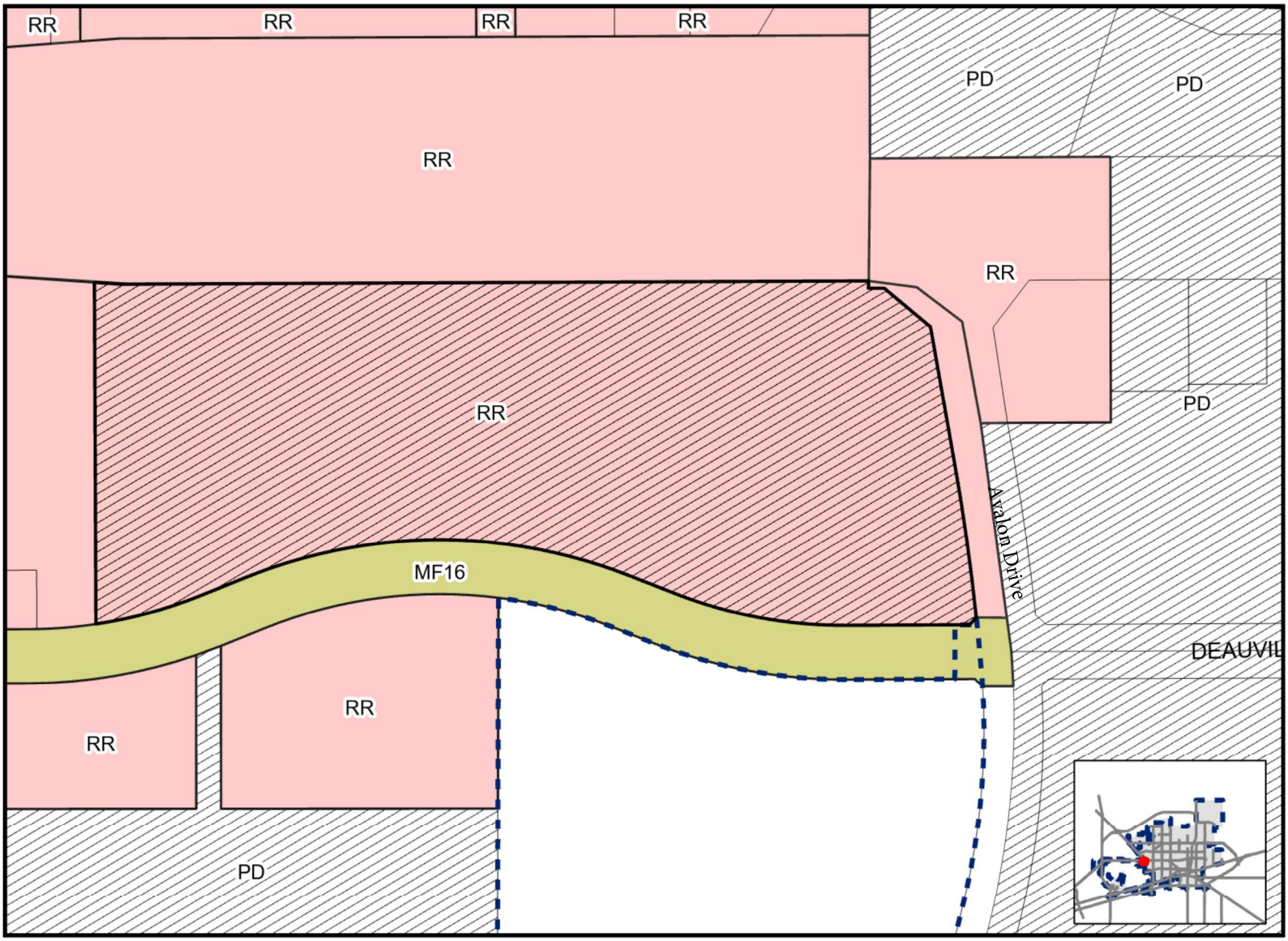
Generally located at the northwest corner of the intersection of Deauville Boulevard and Avalon Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 4/14/2026 **SUD-26-0230** **Scale: 1" = 245'** **ZONING MAP**

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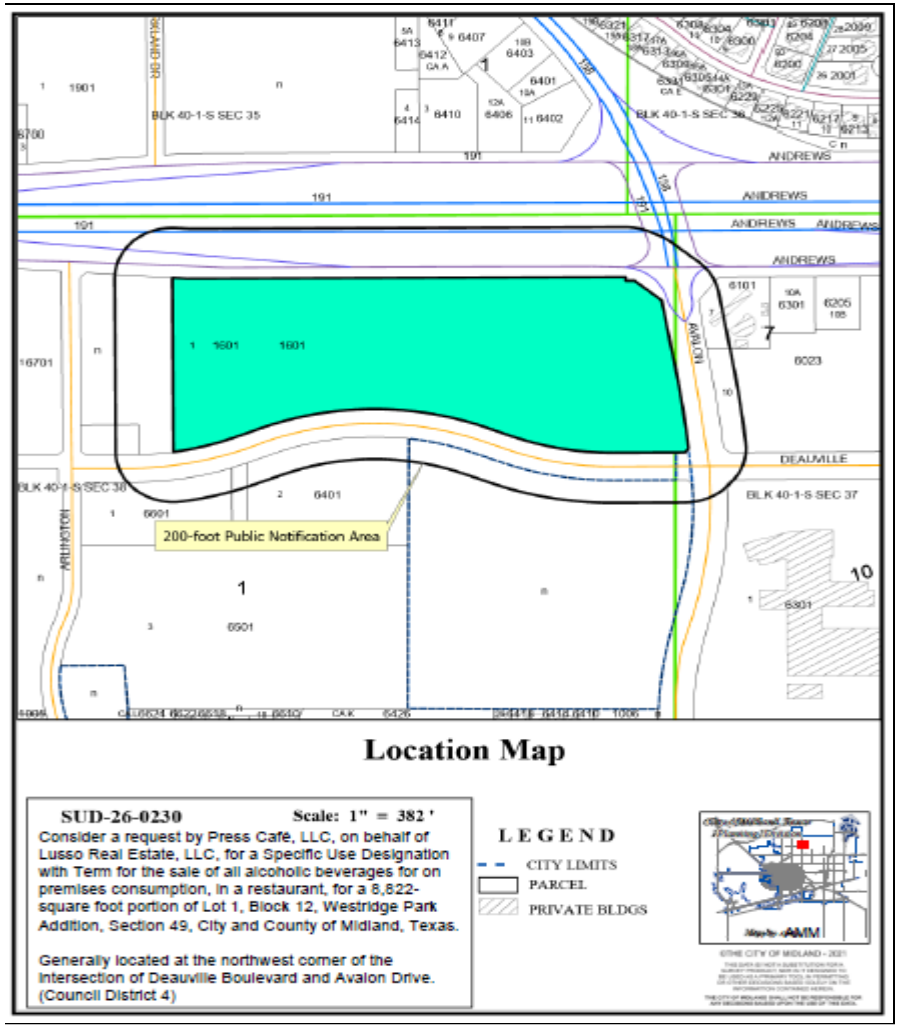
12
7
1


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
MILLIELEIGH'S
Visit Our Website
MIDLANDTEXAS.GOV

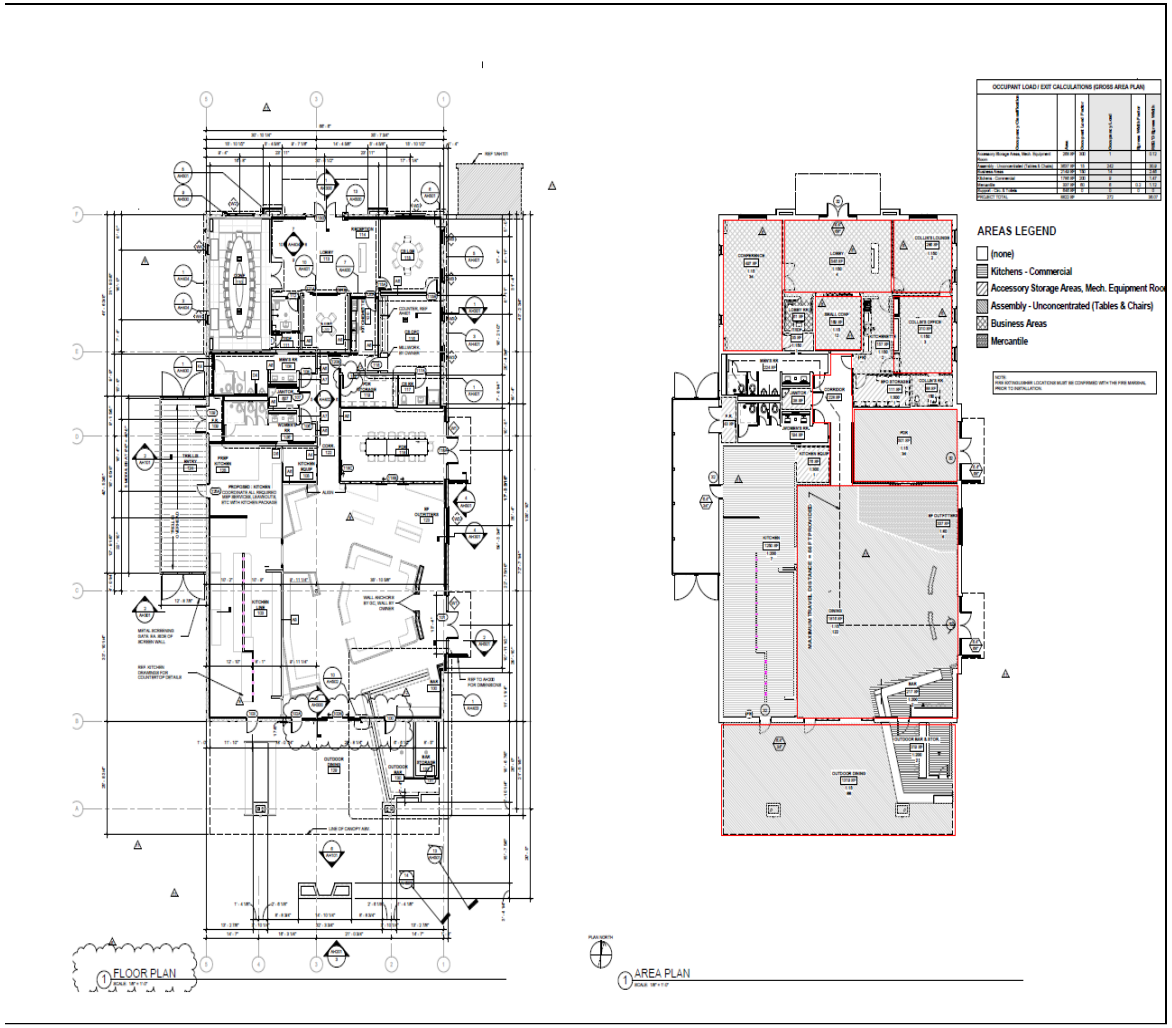
APPLICATION SUMMARY

- **Applicant:** Press Café, LLC
- **Property Owner:** Lusso Real Estate LLC
- **Location:** 1601 Avalon Drive (Council District 4)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant.



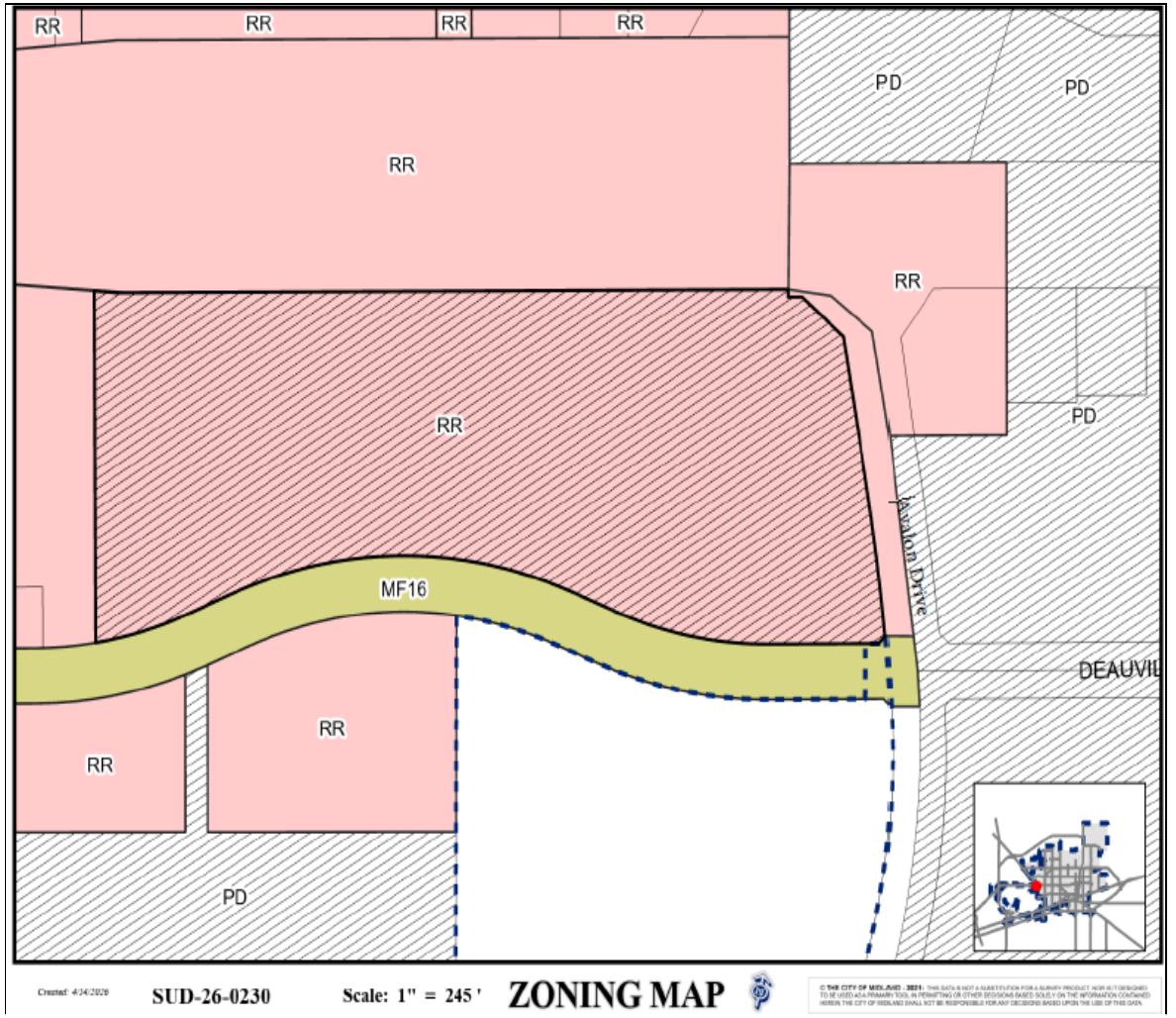
DETAILS OF REQUEST

- **For a new restaurant.**
- **Area of Business:** 8,822 SF
- **Serviceable Area:** 6,545 SF
- **Hours of Operation:** Monday through Sunday from 7:00 a.m. to 2:00 a.m.
- **Sales of Alcohol:** Monday through Saturday 7:00 a.m. to 2:00 a.m. Sunday from 10 a.m. to 2:00 a.m.



ZONING

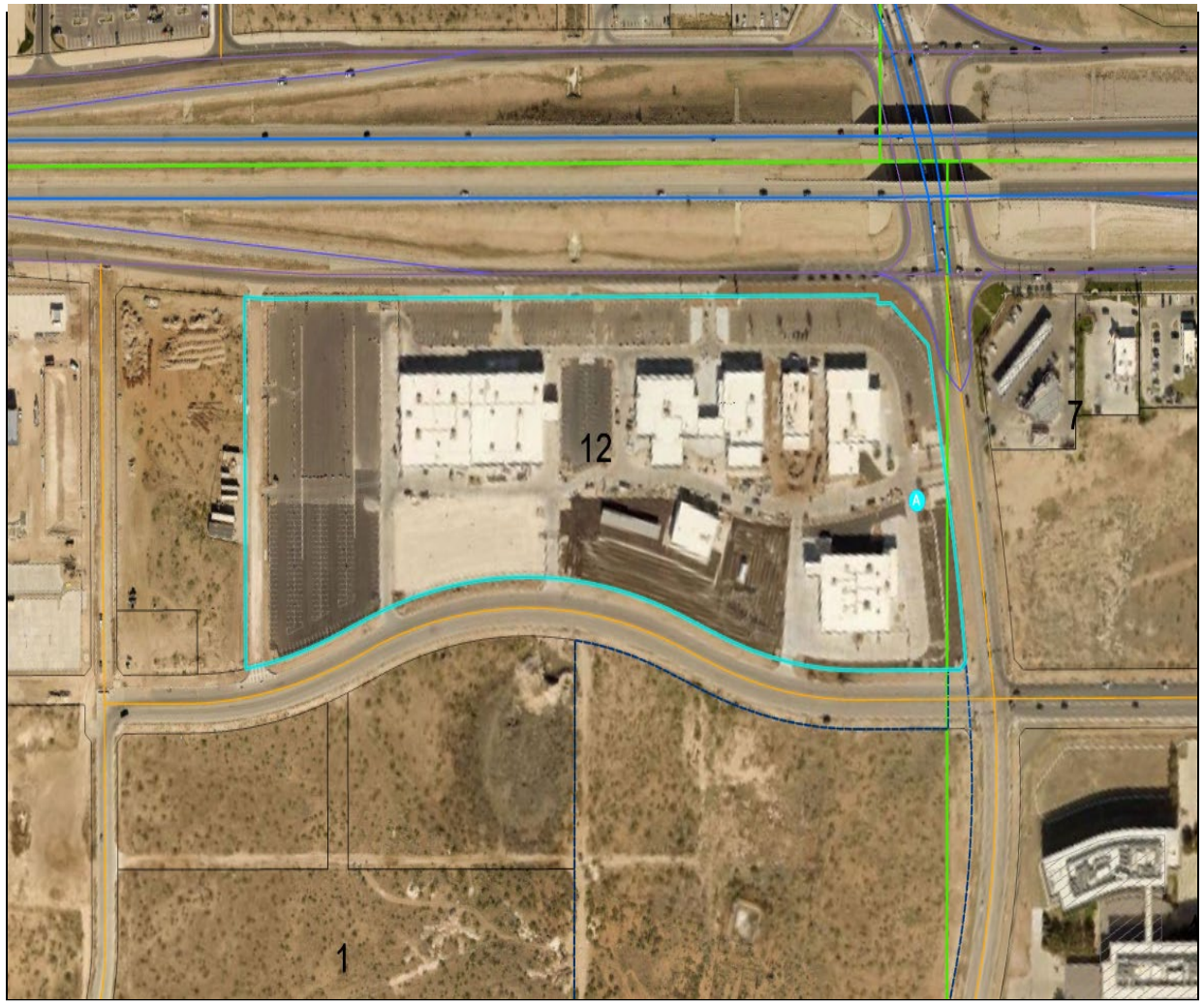
- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **South, North and West:** RR, Regional Retail District
  - **East:** PD, Planned Development District for a shopping center
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND Be the Energy!

LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North:** Clinic
  - **West:** Commercial Use
  - **East:** Retail Shops
  - **South:** Automotive Shop
- **Proposed Use:** Restaurant



MIDLAND
Be the Energy!



On Hwy 191 Drive, Looking South

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 6,545 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 Saturday from 7:00 a.m. to 2:00 a.m. Sunday from 10:00 a.m. to 2:00 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.

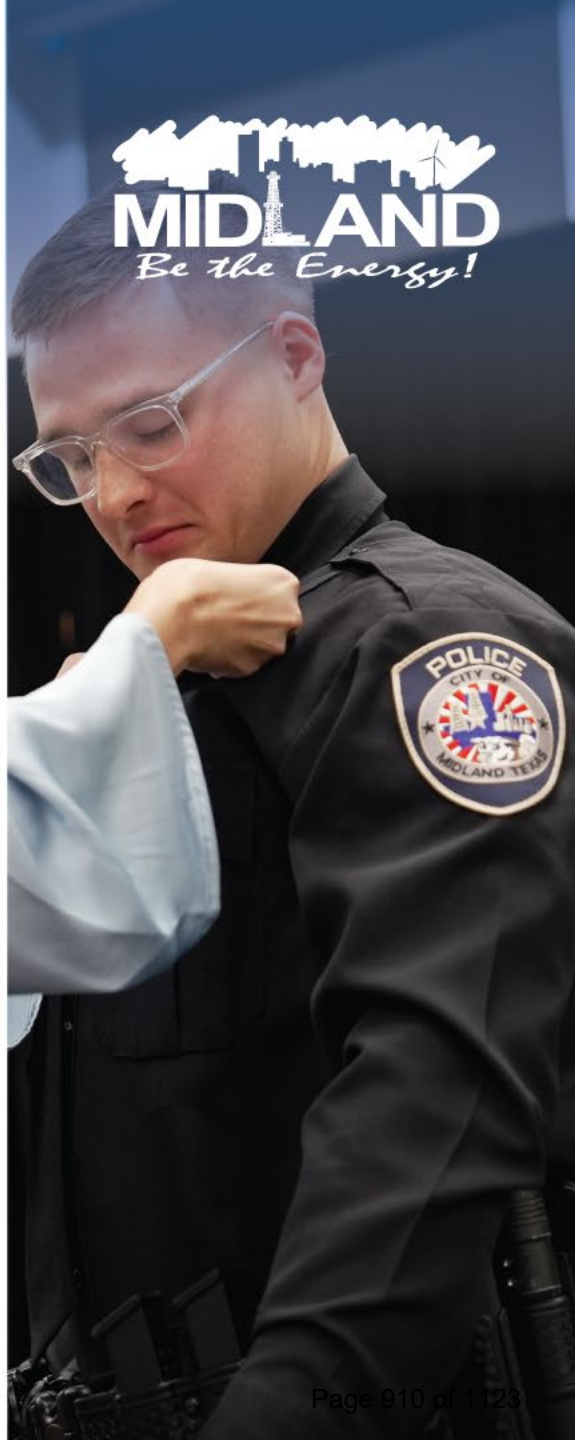
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



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: 17.
Meeting Date: June 9, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: 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 (FIRST READING HELD MAY 12, 2026)

Purpose:
Dunaway Associates, on behalf of Black Family Partnerships, is requesting a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development in order to create a private residential subdivision on the properties located at 5407 and 5315 Alysheba Lane.

Recommended Action:
Approval

Fiscal Impact:
The request has no significant impact on the City's budget.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

AE, Agricultural Estate District

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned Development District for Recreation Center and is a country club. The properties to the east are zoned CE, Country Estate District and consist

of single-family housing. The property to the south is an active easement, which does not have a zoning and is used for drainage purposes. The property to the west is zoned PD, Planned Development District for a Housing Development and consists of single-family housing.

Analysis:

The subject properties are located at 5407 and 5315 Alysheba Lane. Dunaway Associates, on behalf of Black Family Partnerships, is seeking a zone change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development, in order to create a private residential subdivision. The AE, Agricultural Estates Zoning District, has a minimum lot requirement of 2.00-acres. In addition to the zone change request, the applicant is also currently replatting this property. The applicant is requesting a Planned Development District to provide flexibility for the development.

The property owners want to develop the site into a small residential subdivision on 36 lots. This subdivision will keep the existing screening wall made out of a combination of wood and masonry. All the proposed lots meet the minimum dimensions of the SF-3 zoning district.

This request is partially consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designates this area as Urban Residential-Large Lot, which includes neighborhoods with very large lots, consisting of single-family homes. About half of the subdivision is made up larger lots which are about one to two acres. However, most of the lots, which make up about half of the subdivision range from about 5,000 SF to 14,000 SF in area. However, the overall density of the subdivision is 1.8 units per acre which is consistent with the UR-LL 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 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. Our staff has examined the FEMA flood map, and it appears that this property lies partially within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance of flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures built within the floodplain. An elevation certificate based off of finished construction will be required for the Certificate of Occupancy. [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 the new code editions adopted in the City of Midland and the 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)

Should Council approve this Zone Change, staff recommends that it be subject to the following conditions:

A. **That the Property shall significantly conform to the site plan attached hereto as Exhibit A; provided, however, that buildings not shown on the site plan may be located on the Property, except within the areas identified as "OPEN SPACE & LANDSCAPE AREA", if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances**.

Letters of Objection:

Staff has received twenty-eight letters with only six counting towards the objection as of May 12, 2026.

Attachments:

Site plan
Maps
Aerial
PowerPoint Presentation

Attachments:

A. ORDINANCE WITH EXHIBITS - Amended
B. ORDINANCE WITH EXHIBITS - Original to be amended
C. Z-25-0457, Combined files
D. CC - - Alysheba Lane, Zone change (second reading)
E. Combined objections (buffer)
F. Combined objections (outside the buffer)

Kathy Rauda, City Secretary
Rachel Guentensberger, City Secretary
Linda Ochoa, Legal

Created/Initiated - 5/29/2026
Approved - 5/29/2026
Final Approval - 6/2/2026

ORDINANCE NO. _____

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

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 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas (the "Property"), to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to PD, Planned Development District for Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A; provided, however, that buildings not shown on the site plan may be located on the Property, except within the areas identified as "OPEN SPACE & LANDSCAPE AREA", if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances.

B. That the designs of the access points for the Property on Mockingbird Lane and on Alysheba Lane shown in Exhibit A shall be considered illustrative. Notwithstanding any indicators to the contrary contained in Exhibit A, the access point on Mockingbird Lane shall be designated as the primary or main access point for the Property, and the access point on Alysheba Lane shall be designated as a secondary access point for the Property.

C. That an operator of a motor vehicle that is entering or exiting the Property for the purpose of performing or facilitating construction work on the Property, including but not limited to delivering construction materials, shall use the access point on Mockingbird Lane to enter and exit the Property. An operator of a motor vehicle who fails to comply with this requirement shall be guilty of a misdemeanor and fined in an amount not to exceed $500.00.

D. That stop signs at the following locations shall be erected and are hereby validated and fully authorized, whether the same have already been placed and are existing, or shall be placed there hereafter:

1. on Sir Barton Parkway (both directions) at the intersection with Alysheba Lane; and

2. on Alysheba Lane (both directions) at the intersection with Sir Barton Parkway.

The City Traffic Engineer is hereby authorized and directed to erect and install, or allow the erection and installation of, appropriate signs and markings at the aforementioned locations in conformance with the applicable Texas Department of Transportation manuals and specifications. All persons operating vehicles upon or over the streets of the City of Midland shall obey such stop signs. An operator of a vehicle who disobeys a stop sign erected and installed in accordance with this ordinance shall be guilty of a misdemeanor and fined in an amount not to exceed $200.00.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. Except as otherwise expressly provided in Section Three C and D of this ordinance, the penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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



LEGEND

- PROPERTY LINE
- EXISTING LOT LINES
- EXISTING MASONRY FENCE
- PROPOSED MASONRY FENCE
- PROPOSED LOT LINES
- YARD SETBACKS
- EXISTING TREE MINIMUM 6" CALIPER
- (11) PROPOSED PARKING
- (1) PRIVATE PEDESTRIAN ACCESS EASEMENT

ZERO LOT LINE 12 LOTS
MIN. LOT AREA: 5,500 SF.
MIN. LIVABLE AREA: 2,500 SF.

MEDIUM LOT TYPES 6 LOTS
MIN. LOT AREA: 7,500 SF.
MIN. LIVABLE AREA: 3,000 SF.

LARGE LOT TYPES 14 LOTS
MIN. LOT AREA: 10,000 SF.
MIN. LIVABLE AREA: 3,500 SF.

"CE" ESTATE LOTS 4 LOTS
MIN. LOT AREA: 1 AC. (43,560 SF.)
MIN. LIVABLE AREA: 5,000 SF.

OPEN SPACE & LANDSCAPE AREA
151,315 SF. (15%)

TRAILS & AMENITIES AREAS

NOTES:
1. ALL STREETS ARE PRIVATE & SITUATED WITHIN LOT 7X.
2. ALL SIDEWALKS ARE 5 FT. MINIMUM WIDTH AND SITUATED WITHIN A PRIVATE PEDESTRIAN ACCESS EASEMENT.
3. FRONT YARD & CORNER LOTS, THE BUILDING SETBACKS ARE MEASURED FROM THE BACK OF CURB.

NORTH

GRAPHIC SCALE
0 60 120
1 inch = 60'

PD SITE PLAN
ALYSHEBA ENCLAVE
±20.55 AC.
36 RESIDENTIAL LOTS
MIDLAND, TEXAS
REVISED APRIL 20, 2026

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

ORDINANCE NO. _____

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

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 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas (the "Property"), to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

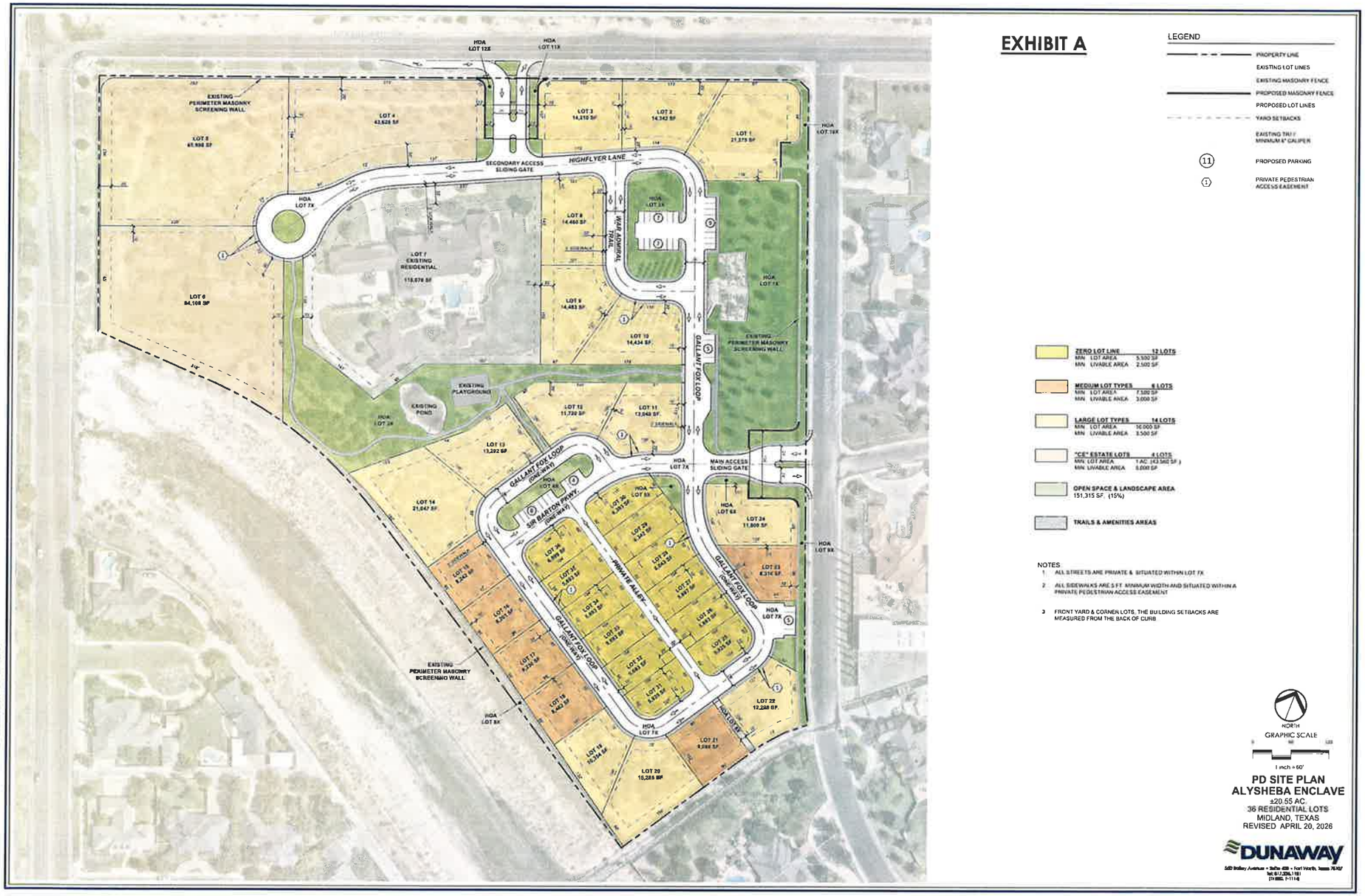


EXHIBIT A

LEGEND

- PROPERTY LINE
- EXISTING LOT LINES
- EXISTING MASONRY FENCE
- PROPOSED MASONRY FENCE
- PROPOSED LOT LINES
- YARD SETBACKS
- EXISTING TREE / MINIMUM 6" CALIPER
- (11) PROPOSED PARKING
- (1) PRIVATE PEDESTRIAN ACCESS EASEMENT

ZERO LOT LINE — 12 LOTS
MIN. LOT AREA 5,500 SF
MIN. LIVABLE AREA 2,500 SF

MEDIUM LOT TYPES — 6 LOTS
MIN. LOT AREA 7,500 SF
MIN. LIVABLE AREA 3,000 SF

LARGE LOT TYPES — 14 LOTS
MIN. LOT AREA 10,000 SF
MIN. LIVABLE AREA 3,500 SF

"CE" ESTATE LOTS — 4 LOTS
MIN. LOT AREA 1 AC. (43,560 SF.)
MIN. LIVABLE AREA 5,000 SF

OPEN SPACE & LANDSCAPE AREA
151,315 SF. (15%)

TRAILS & AMENITIES AREAS

NOTES:

1. ALL STREETS ARE PRIVATE & SITUATED WITHIN LOT 7X
2. ALL SIDEWALKS ARE 5 FT. MINIMUM WIDTH AND SITUATED WITHIN A PRIVATE PEDESTRIAN ACCESS EASEMENT
3. FRONT YARD & CORNER LOTS, THE BUILDING SETBACKS ARE MEASURED FROM THE BACK OF CURB

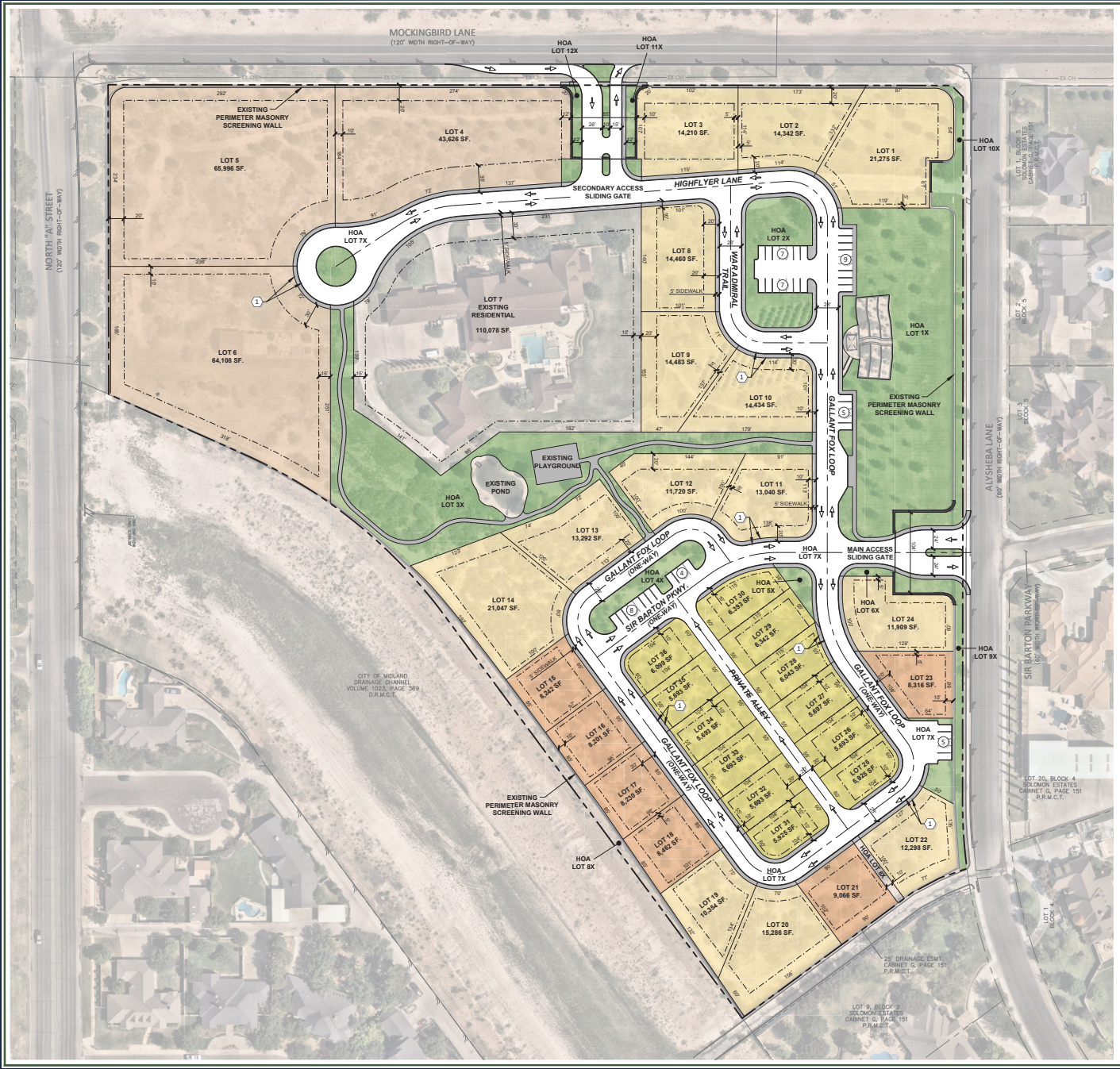
NORTH

GRAPHIC SCALE

1 inch = 60'

PD SITE PLAN
ALYSHEBA ENCLAVE
±20.55 AC.
36 RESIDENTIAL LOTS
MIDLAND, TEXAS
REVISED APRIL 20, 2026

DUNAWAY
5400 Bridge Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.336.1101
TX BREG. F-1114



LEGEND

- PROPERTY LINE
- EXISTING LOT LINES
- EXISTING MASONRY FENCE
- PROPOSED MASONRY FENCE
- PROPOSED LOT LINES
- YARD SETBACKS
- EXISTING TREE MINIMUM 6" CALIPER
- 11 PROPOSED PARKING
- 1 PRIVATE PEDESTRIAN ACCESS EASEMENT

ZERO LOT LINE 12 LOTS
MIN. LOT AREA: 5,500 SF.
MIN. LIVABLE AREA: 2,500 SF.

MEDIUM LOT TYPES 6 LOTS
MIN. LOT AREA: 7,500 SF.
MIN. LIVABLE AREA: 3,000 SF.

LARGE LOT TYPES 14 LOTS
MIN. LOT AREA: 10,000 SF.
MIN. LIVABLE AREA: 3,500 SF.

"CE" ESTATE LOTS 4 LOTS
MIN. LOT AREA: 1 AC. (43,560 SF.)
MIN. LIVABLE AREA: 5,000 SF.

OPEN SPACE & LANDSCAPE AREA
151,315 SF. (15%)

TRAILS & AMENITIES AREAS

NOTES:
1. ALL STREETS ARE PRIVATE & SITUATED WITHIN LOT 7X.
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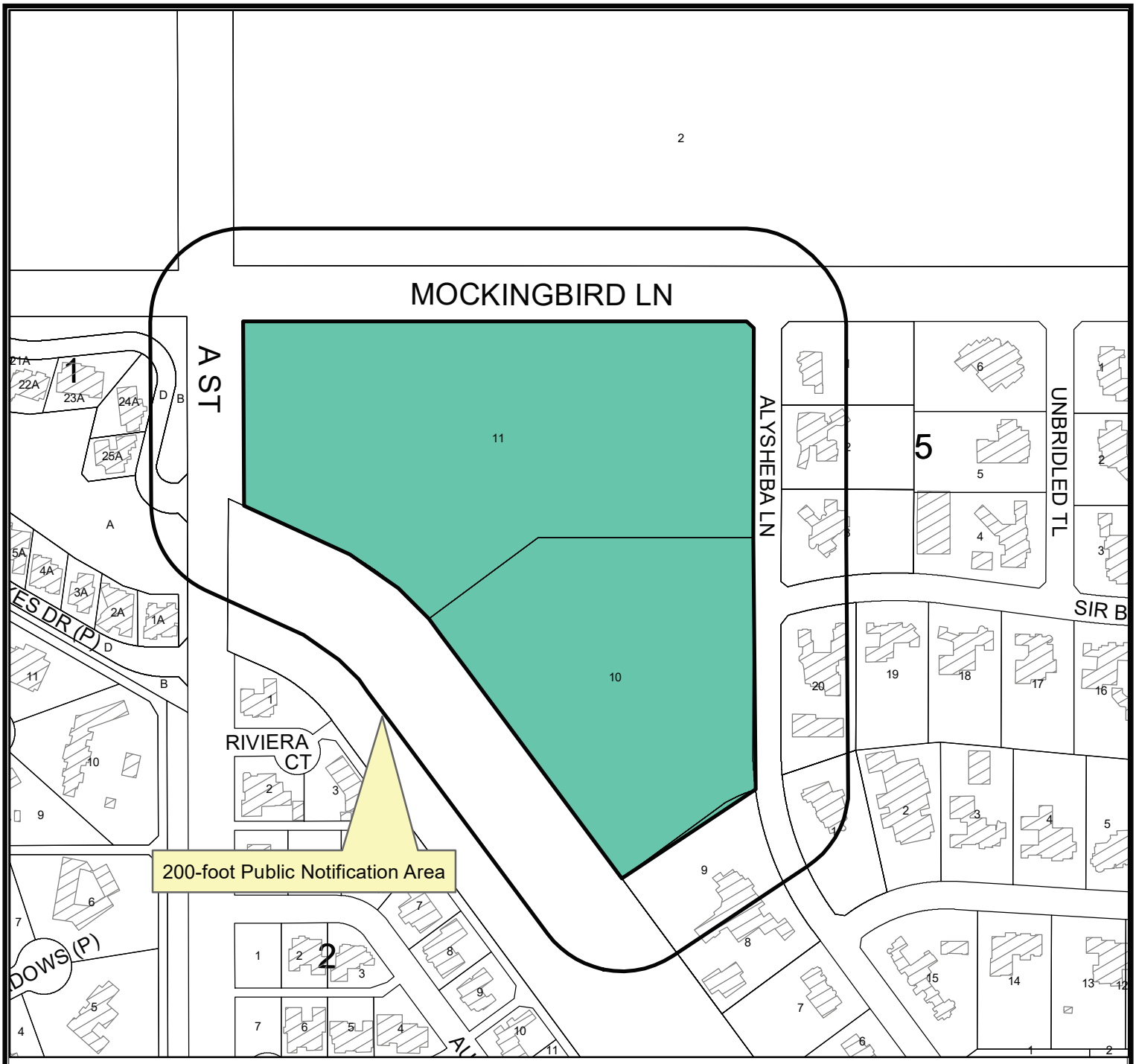
3. FRONT YARD & CORNER LOTS, THE BUILDING SETBACKS ARE MEASURED FROM THE BACK OF CURB.

NORTH
GRAPHIC SCALE
0 60 120
1 inch = 60'

PD SITE PLAN
ALYSHEBA ENCLAVE

±20.55 AC.
36 RESIDENTIAL LOTS
MIDLAND, TEXAS
REVISED APRIL 20, 2026

DUNAWAY



Location Map

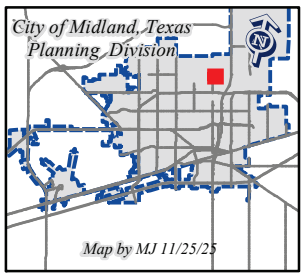
Z-25-0457 **Scale: 1" = 2,000'**

Consider a request by Dunaway Associates, on behalf of Black Family Partnerships, for a zone change from AE, Agricultural Estate District to PD, Planned Development District for Housing Development on Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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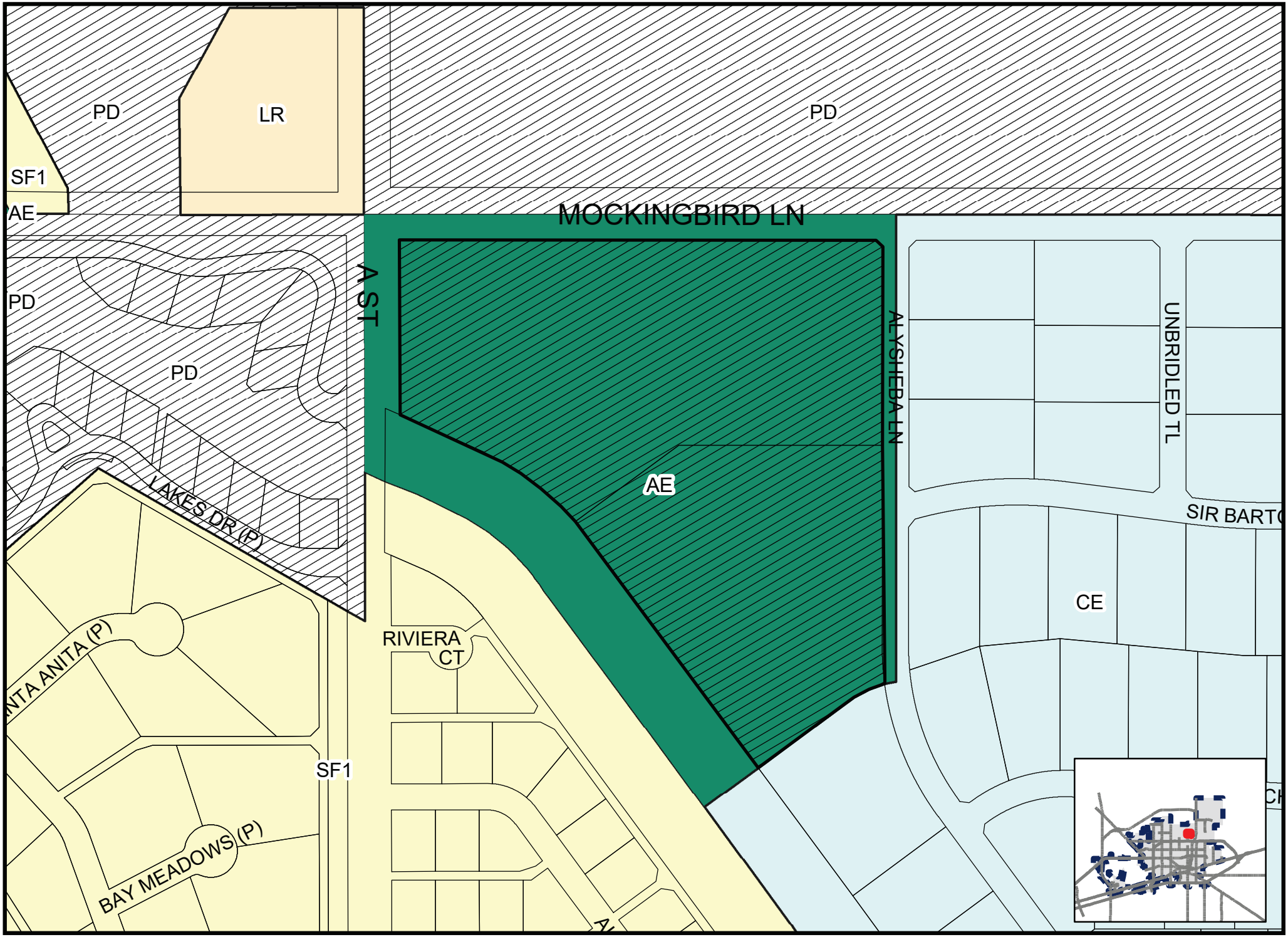


Map by MJ

Z-25-0457

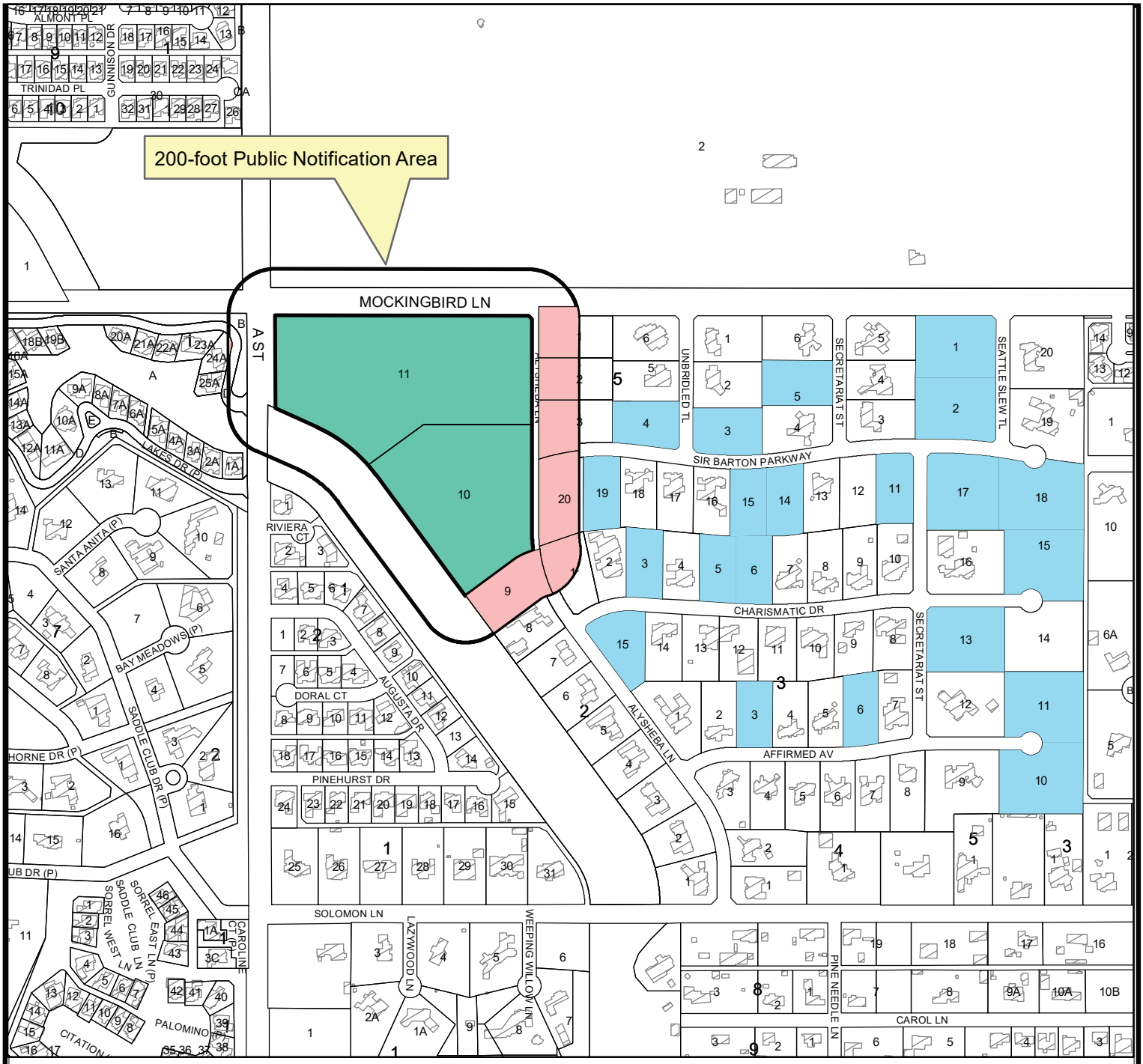
Scale: 1" = 274'

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 BASED ON THIS MAP.


MOCKINGBIRD LN
A ST
ALYSHEBA LN
RIVIERA CT
2
5





14.66% Objection

Z-25-0457 **Scale: 1" = 617'**

Consider a request by Dunaway Associates, on behalf of Black Family Partnerships, for a zone change from AE, Agricultural Estate District to PD, Planned Development District for Housing Development on Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

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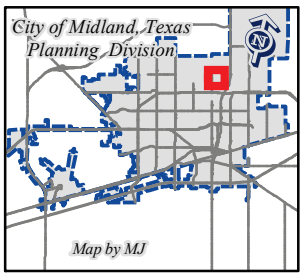
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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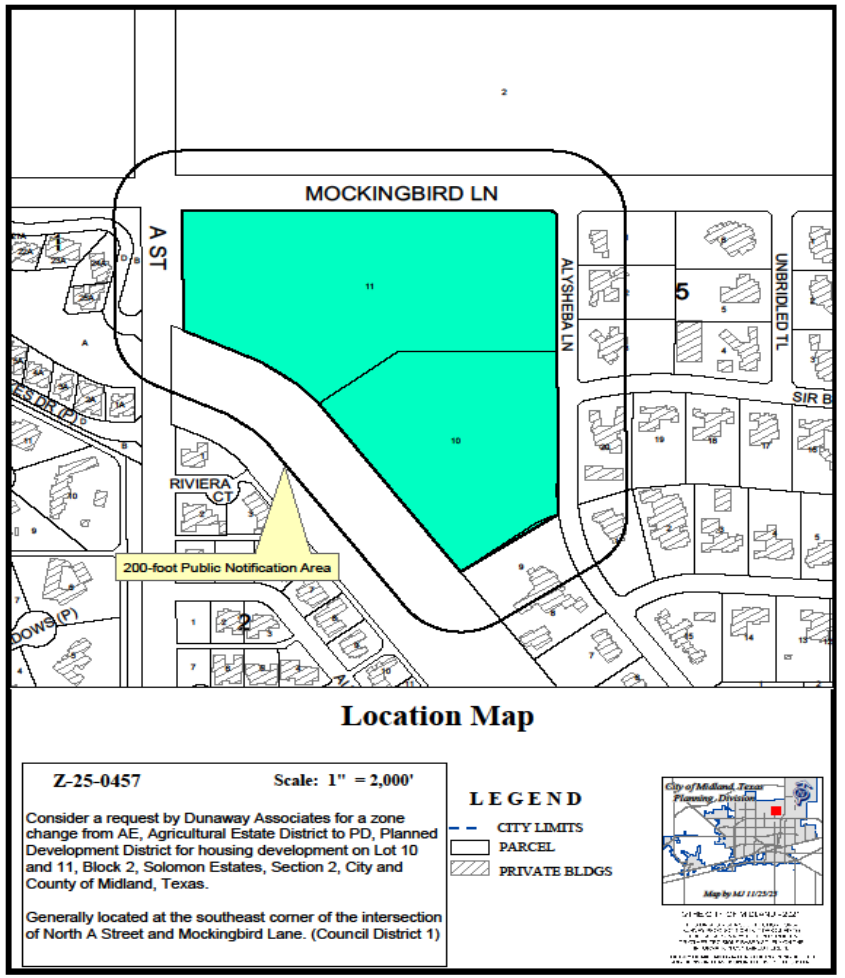
MIDLAND
Be the Energy!
ZONE CHANGE
ALYSHEBA LANE
Visit Our Website
MIDLANDTEXAS.GOV

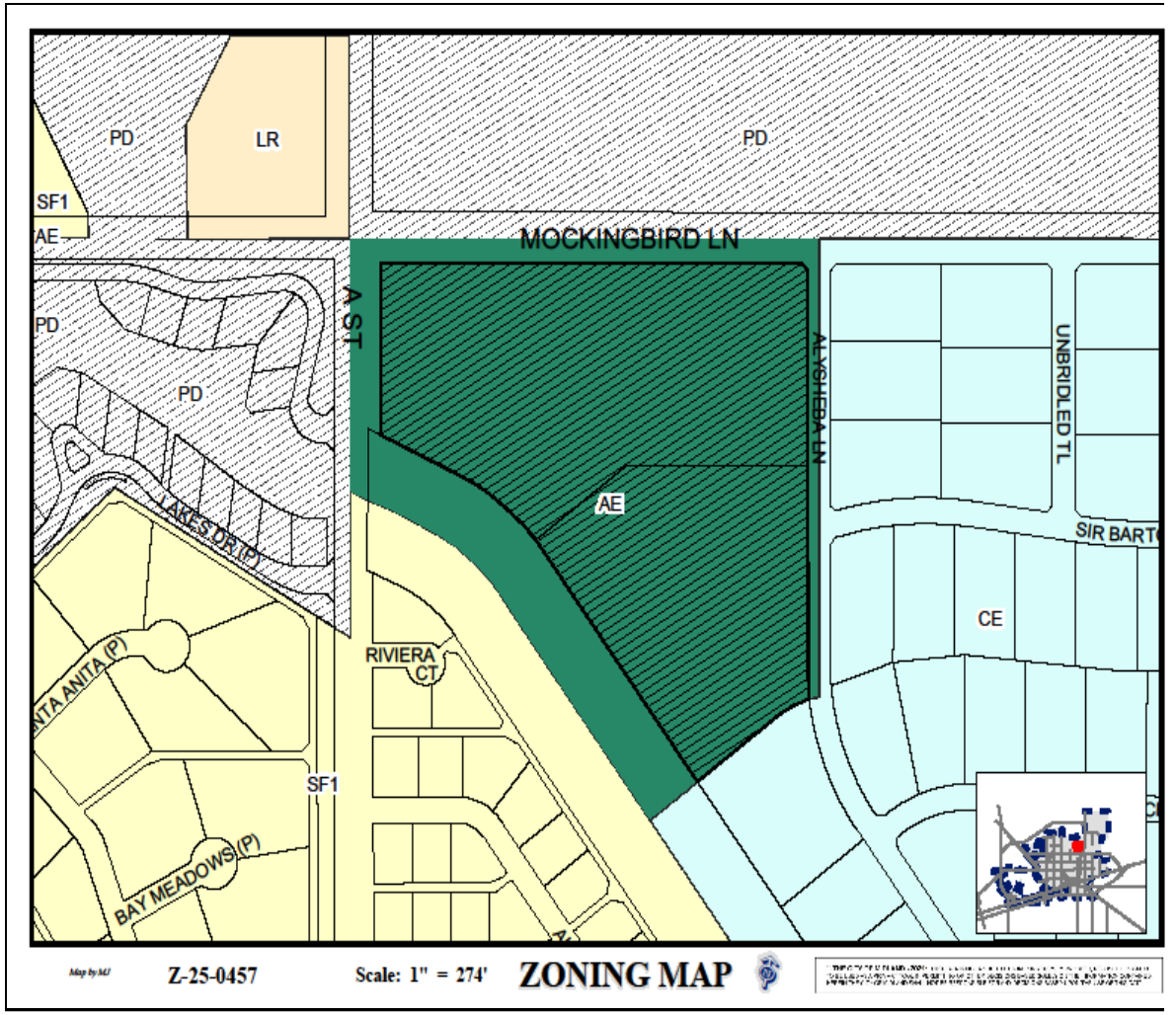
APPLICATION SUMMARY

- **Applicant/Property Owner:** Black Family Partnerships
- **Representative:** Melanie Martinez, with Dunaway Associates
- **Location:** 5407 and 5315 Alysheba Lane (Council District 1)
- **Reason for Request:** To create a private residential subdivision (36 lots on 20 acres)



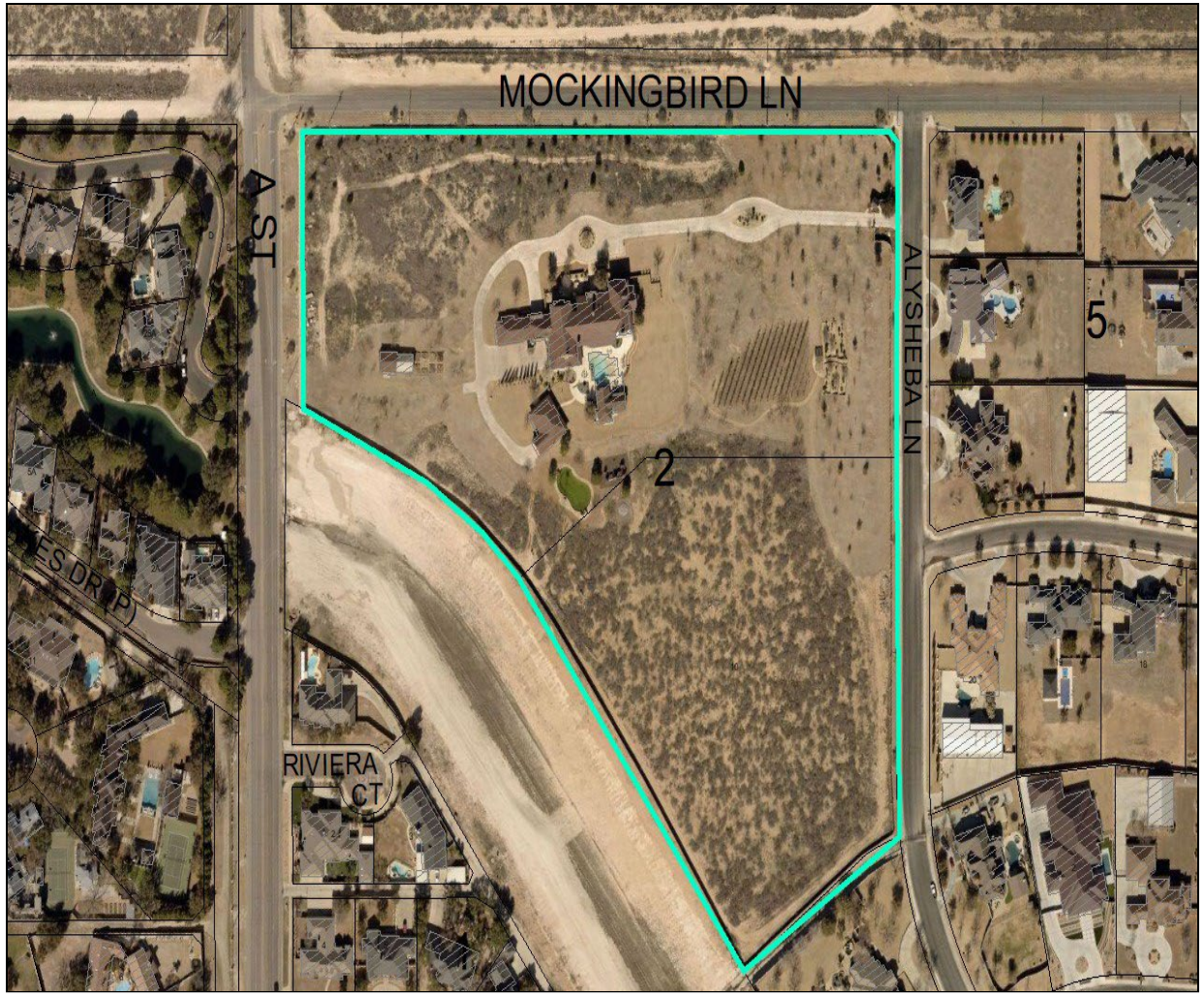
ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District, for a Recreation Center
  - **West:** PD, Planned Development District, for a Housing Development
  - **South:** SF1, Single-Family Dwelling District
  - **East:** CE, Country Estate District
- **Proposed Zoning:** PD, Planned Development District, for a Housing Development



LAND USE

- **Current Use:** Single-family dwelling
- **Surrounding Uses:**
  - **North:** Private recreation club
  - **South/East/West:** Single-family dwellings
- **Proposed Use:** Single-family dwellings



MIDLAND
Be the Energy!



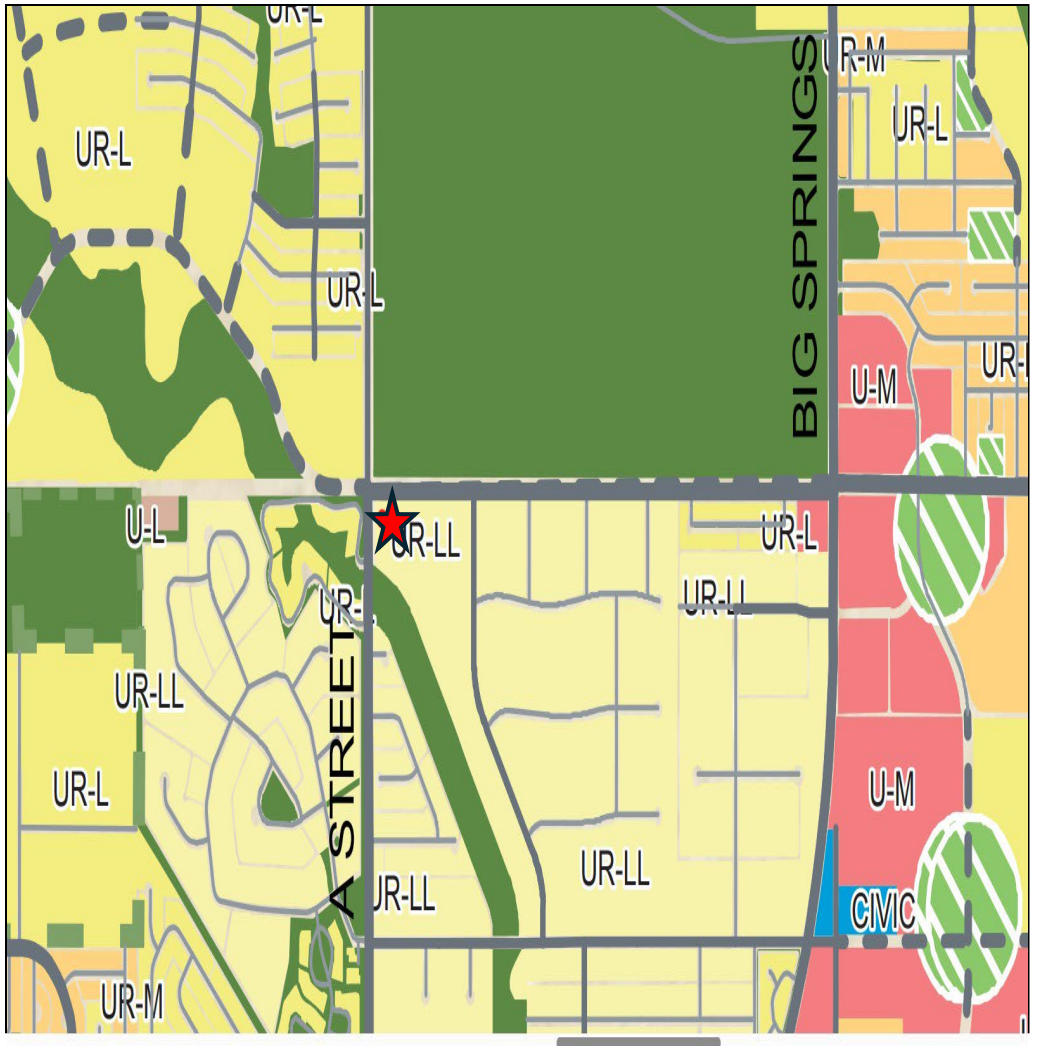
On Alysheba Lane, Looking West.

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

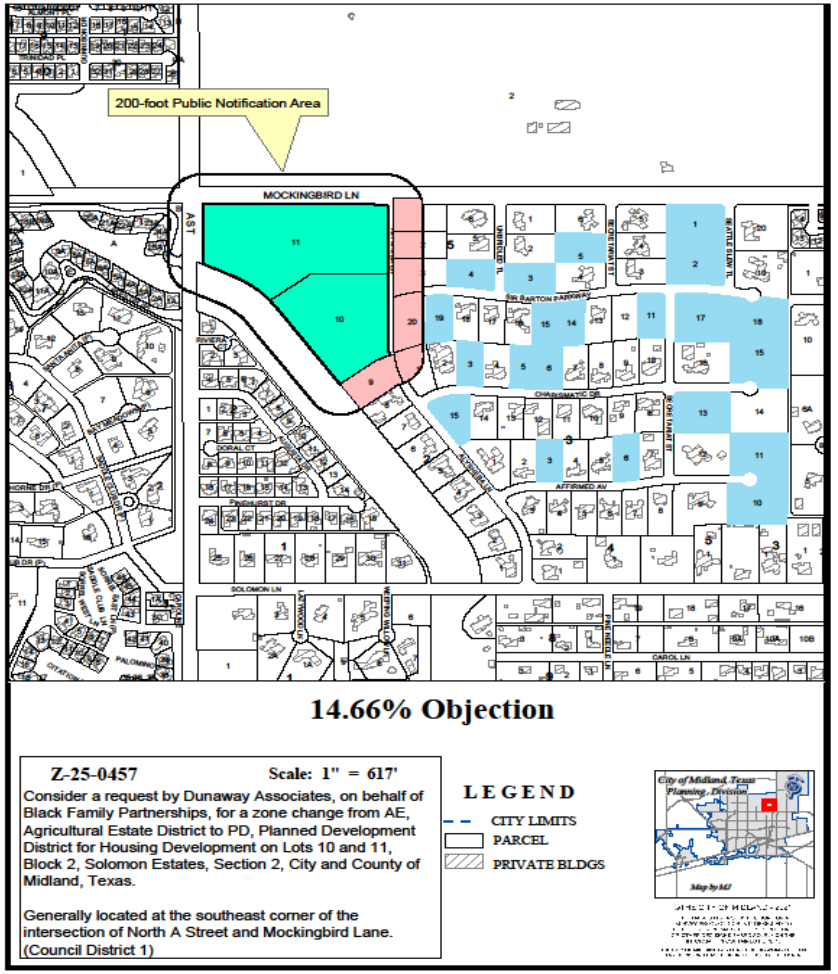
- **Land Use Designation:** Urban Residential-Large Lot, (UR-LL)
- **Supported Uses:** Supports neighborhoods with larger lots, emphasizing single-family homes.



6

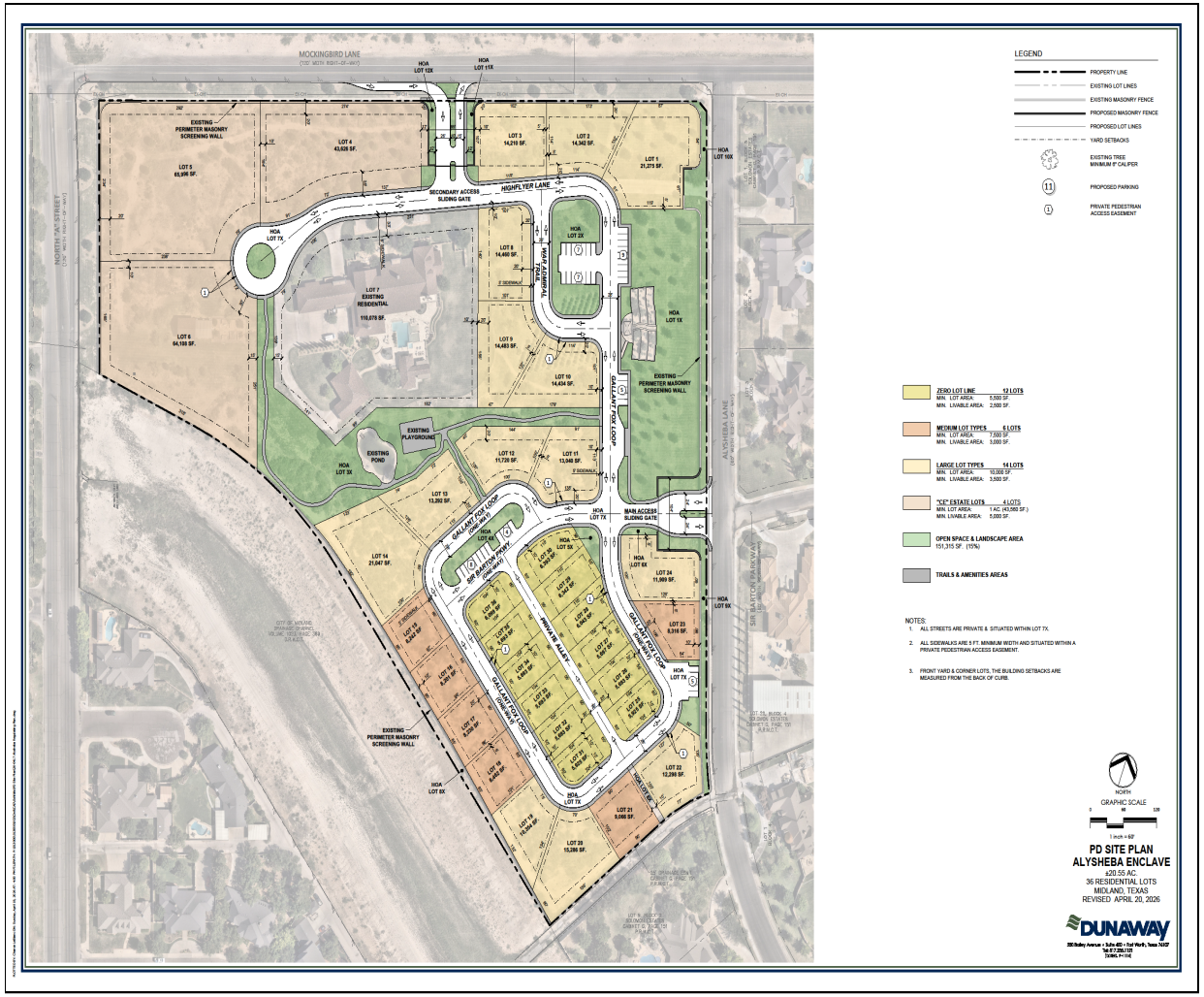
OBJECTIONS

- 6 objections have been received resulting in a 32.26% objection percentage. Supermajority vote is not required for approval.
- Protestors voiced concerns about increased traffic, safety, environmental impact, noise and water.



SITE PLAN REVISED

- Alysheba development has a density of 1.8 units per acre compared to Solomon Estates 1 unit per acre permitted by zoning.
- Northern exit was relocated to be of Mockingbird Lane.
- One lot was removed for 36 total lots.
- The roundabout was removed on Highflyer Lane.



RELATED ITEMS

- The Preliminary Plat for this property was approved at the December 15, 2025, Planning and Zoning Commission meeting.



STAFF'S RECOMMENDATION

- Six objections were received.
- The Planning & Zoning Commission recommended approval of this request on May 4th, 2026.
- Should this request be approved, staff recommends the following condition:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A; provided, however, that buildings not shown on the site plan may be located on the Property, except within the areas identified as "OPEN SPACE & LANDSCAPE AREA", if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



~~ROBINSON PAUL R~~ Jon Day
5408 ALYSHEBA LN
TX MIDLAND 79705

MIDLAND
Planning Division

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 **Dunaway Associates, on behalf of Black Family Partnerships,** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: **Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.**

LOCATION: **Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)**

PROPOSED ZONING: **From: AE, Agricultural Estate District** → Should Have Never Been Ag Exempt!!

To: PD, Planned Development District for a Housing Development

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request _____ **Comments:**

Entrance should be off of "A" Street And Mockingbird NOT Alysheba For Safety Reasons.

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
Jon Day	Jon Day	5408 Alysheba LN
432-288-0276	jwd@scythian1st1.com	
Phone Number	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: 13
Date Mailed: March 27, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

For
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

Solomon Estates
Midland, Texas

March 1, 2026

The Honorable Lori Blong
Members of the Midland City Council, Midland, Texas
300 N. Loraine
Midland, Texas 79701

Entrances should be off of "A" Street and Mockingbird.

RE: Written Protest Against Proposed Zone Change
Case Z-25-0457 – Alysheba Lane

Dear Mayor and Council Members,

The undersigned property owners of homes located within Solomon Estates present this written protest **AGAINST** the proposal to change the zoning from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development as to Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

REASONS FOR PROTEST

1. The proposed action will negatively impact the Solomon Estates, specifically with increased traffic, safety concerns, environmental impact, noise and water.

2. The project is inconsistent with the existing offset plans or zoning policies, including lot size and required square footage for homes.

3. The proposal lacks adequate community engagement or transparency, as residents were not notified or included in early planning stages.

REQUEST FOR ACTION

We respectfully request the City Council to:

1. **DENY** the proposed rezoning from Agricultural Estates to Planned District for a housing development of Lots 10 and 11, Solomon Estates, Section 2, City and County of Midland, Texas.

We believe this action is necessary to protect the safety, character and long-term well-being of Solomon Estates.

PETITIONER:

Name: Jon Day

Address: 5408 Alysheba LN

Signature: _____ Date: 4/9/26

MIDLAND
Planning Division

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, February 10, 2026**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Dunaway Associates, on behalf of Black Family Partnerships,** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: **Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.**

LOCATION: **Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)**

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: PD, Planned Development District for a Housing Development

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I object to this request X **Comments:**

objects to this proposal. - Increase traffic and Noise decrease Property Value

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Jon Day	5408 ~~Alysheba~~ Alysheba LN
432-288-0276	jwd@scythian ltd.com	
Phone Number	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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

[signature] For
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.
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MIDLAND
Planning Division

RECEIVED
FEB 09 2026
Initial: _____

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I object to this request ✓ **Comments:**

_____

_____

Required Information:

LINDA I. NAGY	LINDA I. NAGY	5600 Alysheba Ln
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
432 210 8004	nagyvirulin@msn.com	TX 79705
Phone Number	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: 13
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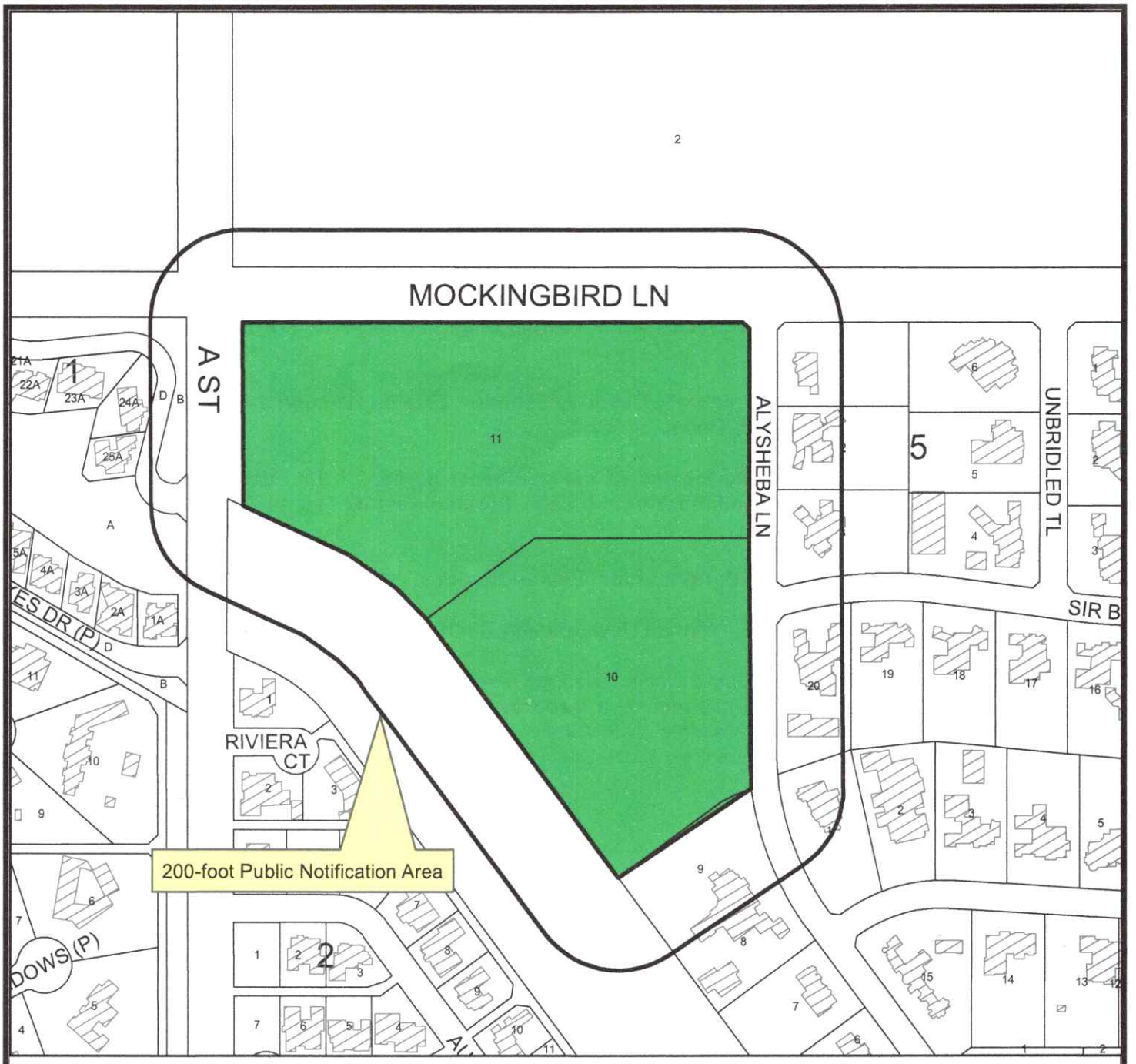

Location Map

Z-25-0457 **Scale: 1" = 2,000'**

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Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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To: PD, Planned Development District for a Housing Development

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I object to this request ✓ **Comments:**

We live right by proposed property. We moved here because there were to be no more lots sold. Traffic Construction

Required Information:

George Mitchell — Property Owner's Signature
George Mitchell — Printed Name
5307 Alysheba Lane — Property Address (**No P. O. Boxes**)
432-664-4377 — Phone Number
gmitchell@gp2energy.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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
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Planning Division Manager
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March 17, 2026

To: City Secretary, City of Midland, Texas

RE: Written Protest Against Proposed Zoning Case Z-25-0457

Dear City Secretary:

I understand, the undersigned property owner of land located within 200 feet of the property proposed for a zoning change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development as to Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas, hereby file this written protest against the proposal to change the zoning.

Reason for Protest:

1. The proposed action will negatively impact the Solomon Estates, specifically with increased traffic, safety concerns, environmental impact, noise and water.

2. The project is inconsistent with the existing offset plans or zoning policies, including lot size and required square footage for homes.

3. The proposal lacks adequate community engagement or transparency, as residents were not notified or included in early planning stages.

REQUEST FOR ACTION

We respectfully request the City Council to:

1. DENY the proposed rezoning from Agricultural Estates to Planned District for a housing development of Lots 10 and 11, Solomon Estates, Section 2, City and County of Midland, Texas.

George Mitchell
5307 Alysheba Lane
Midland, Texas 79705

Signature: George Mitchell

Date: 3-17-26

Subscribed and sworn to before me this 17 day of March, 2026.

Jamie Bomer Notary Signature

JAMIE L BOMER
Notary ID # 13409228-4
My Commission Expires
December 06, 2026

MIDLAND
Planning Division

RECEIVED
FEB 09 2026
Initial: _____

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, February 10, 2026**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Dunaway Associates, on behalf of Black Family Partnerships,** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: **Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.**

LOCATION: **Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)**

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: PD, Planned Development District for a Housing Development

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:**

I live across the street from this property and do not want multiple homes across the entrace to my home.

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Carol Nasuhoglu	5300 Alysheba Lane

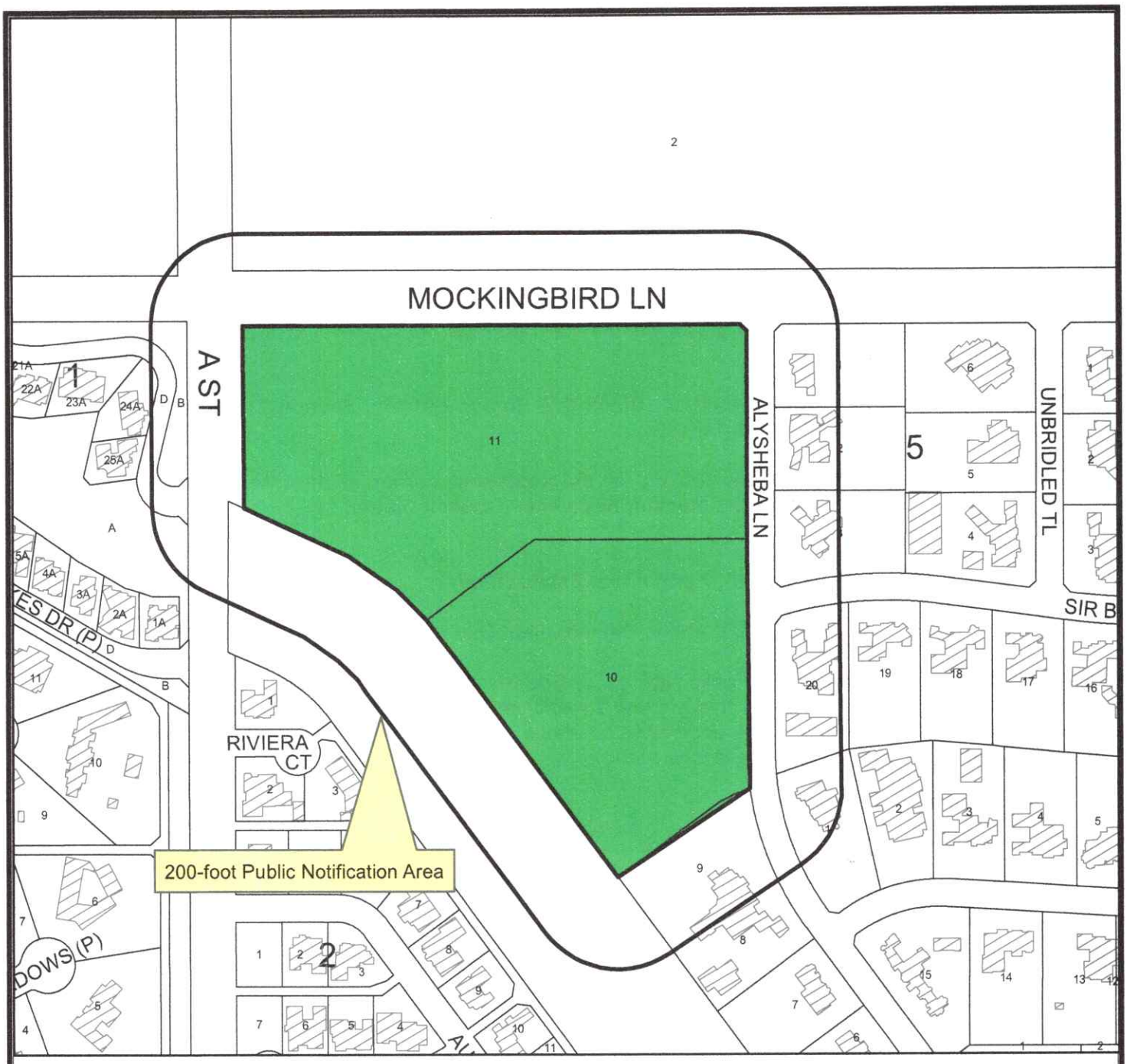
Phone Number	Email
432-994-1677	cnasuh@icloud.com

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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

[signature] For
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



Location Map

Z-25-0457 **Scale: 1" = 2,000'**

Consider a request by Dunaway Associates, on behalf of Black Family Partnerships, for a zone change from AE, Agricultural Estate District to PD, Planned Development District for Housing Development on Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)

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.

MIDLAND
Planning Division

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I object to this request ✓ **Comments:**

_____

_____

Required Information:

Susan Watkins — Property Owner's Signature

Susan Watkins — Printed Name

5216 ~~5210~~ Alysheba — Property Address (**No P. O. Boxes**)

432-528-3260 — Phone Number

swatkins82@sbcglobal.net — 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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

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I object to this request ✓ **Comments:**

THIS WILL INCREASE TRAFFIC ON ALYSHEBA - PREFER ~~INTEREST~~ ENTRANCE ON MOCKINGBIRD

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	PETER SCHRENKEL	5216 ALYSHEBA LN

Phone Number	Email
432 413 4552	PSCHRENKEL@VISIONNATRES.COM

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: 13
Date Mailed: January 23, 2026
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MJ Planner's Initials

[signature] For

Landon Ochoa
Planning Division Manager
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Solomon Estates
Midland, Texas

March 1, 2026

The Honorable Lori Blong
Members of the Midland City Council, Midland, Texas
300 N. Loraine
Midland, Texas 79701

RE: Written Protest Against Proposed Zone Change
Case Z-25-0457 – Alysheba Lane

Dear Mayor and Council Members,

The undersigned property owners of homes located within Solomon Estates present this written protest **AGAINST** the proposal to change the zoning from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development as to Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

REASONS FOR PROTEST

1. The proposed action will negatively impact the Solomon Estates, specifically with increased traffic, safety concerns, environmental impact, noise and water.

2. The project is inconsistent with the existing offset plans or zoning policies, including lot size and required square footage for homes.

3. The proposal lacks adequate community engagement or transparency, as residents were not notified or included in early planning stages.

REQUEST FOR ACTION

We respectfully request the City Council to:

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We believe this action is necessary to protect the safety, character and long-term well-being of Solomon Estates.

PETITIONER:

Name: Jeannette Freeman

Address: 531 Sir Barton Pkw

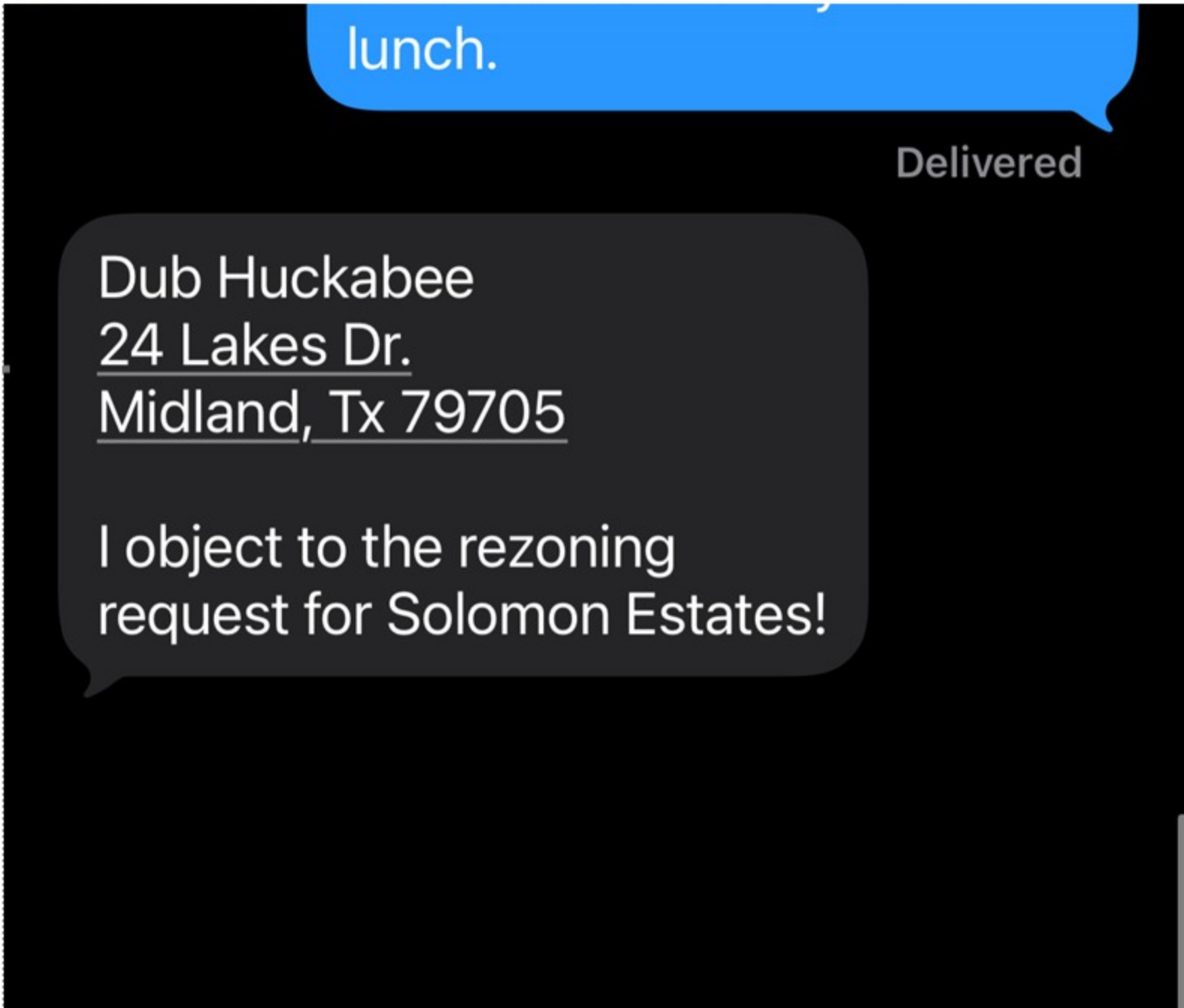
Signature: [signature] Date: 3/17/26

Alysheba objection

DP

Denise Perkins <deniseperkins05@gmail.com>
To Madelim Jaquez

Follow up. Start by Friday, April 10, 2026. Due by Friday, April 10, 2026.



Solomon Estates
Midland, Texas

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PETITIONER:

Name: Ethan Summers

Address: 300 Affirmed Ave

Signature: Ethan Summers Date: 3-17-26

Solomon Estates
Midland, Texas

March 1, 2026

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PETITIONER:

Name: Jody and Matt Saulsbury

Address: 300 Charismatic Dr.

Signature: [signature]

Date: 3/11/26

MIDLAND
Planning Division

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I object to this request ✓ **Comments:**

Please see attached letter.

Required Information:

Brittany Usrey	Brittany Usrey	301 Affirmed Ave.
Property Owner's Signature	Printed Name	Property Address (No P. O. Boxes)
432 853 5988	brittanyusrey@gmail.com	
Phone Number	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: 13
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Dear Members of Midland City Council,

I am writing as a resident of Solomon Estates. My family has lived in this neighborhood for over a decade. We recently built a new construction home just down the street because we love this quiet, safe neighborhood so much. I respectfully ask that you reconsider this proposal and take into account the significant concerns it raises for those of us who live here.

First, the rezoning will likely lead to a substantial increase in traffic. The main street of concern would be Alysheba Lane. The neighborhood was initially designed for low-volume residential use. The addition of (37) homes would create traffic issues, safety risks for children, pedestrians and cyclists. Solomon Estates is a safe, calm and quiet neighborhood that children can safely ride bikes in. This raises a big traffic safety concern for the amount of homes being proposed in our neighborhood.

Second, this change would alter the character of our neighborhood. Many of us chose this area because of its quiet residential environment. The lots in Solomon Estates are between 1-2 acres and the homes originally built were required to have a minimum of 4,000 square feet. The rezoning for an additional (37) homes on smaller lots does not meet the original requirements. These impacts would significantly affect our property values and also the quality of life for families who have invested in this community for years.

I respectfully ask the Council to deny this rezoning request until a neighborhood consultation process has been completed. Residents deserve the opportunity to be fully informed and to have meaningful input before such a significant change is approved.

Thank you for your time and for your service to our community. I appreciate your careful consideration of the long-term effects this decision will have on the people who call this neighborhood home.

Sincerely,
Brittany and John Paul Usrey
301 AFFIRMED AVE.
Midland, Texas 79705
birttanyusrey@gmail.com 432 853 5988

Solomon Estates
Midland, Texas

March 1, 2026

The Honorable Lori Blong
Members of the Midland City Council, Midland, Texas
300 N. Loraine
Midland, Texas 79701

RE: Written Protest Against Proposed Zone Change
Case Z-25-0457 – Alysheba Lane

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We believe this action is necessary to protect the safety, character and long-term well-being of Solomon Estates.

PETITIONER:

Name: Riley Townsend

Address: 301 Sir Barton Parkway

Signature: _____ Date: 3/16/2026

Solomon Estates
Midland, Texas

March 1, 2026

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Members of the Midland City Council, Midland, Texas
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PETITIONER:

Name: Dr Franisco & Madeline Salcido

Address: 314 Sir Barton Pkwy

Signature: _____ Date: 3/10/2026

Solomon Estates
Midland, Texas

March 1, 2026

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PETITIONER:

Name: Donald Lee Woods & Rita R Woods

Address: 315 Charismatic Dr.

Signature: Donald Lee Woods Date: 3/17/26
Rita R Woods

Solomon Estates
Midland, Texas

March 1, 2026

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PETITIONER:

Name: JOHN + CANDACE MAHAFFEY

Address: 315 SIR BARTON PKWY MIDLAND, TX 79705

Signature: _____ Date: 3/12/26

Solomon Estates
Midland, Texas

March 1, 2026

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PETITIONER:

Name: Helaman and Christina Erickson

Address: 401 Sir Barton Pkwy Midland TX 79705

Signature: Christina Erickson Date: 3/19/26

Solomon Estates
Midland, Texas

March 1, 2026

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PETITIONER:

Name: Sy Browning

Address: 406 Affirmed Ave

Signature: _____ Date: 3/17/26

Solomon Estates
Midland, Texas

March 1, 2026

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PETITIONER:

Name: Macie Walters

Address: 1106 Affirmed

Signature: _____ Date: 3/17/26

MIDLAND
Planning Division

RECEIVED
APR 10 2026
Initial:

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at 10:00am on April 14, 2026 in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Dunaway Associates, on behalf of Black Family Partnerships,** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: **Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.**

LOCATION: **Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)**

PROPOSED ZONING: **From: AE, Agricultural Estate District**

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I object to this request X Comments:

We purchased in this area based on the Black Family Partnership legacy. They developed the neighborhood based on exclusive homes and low traffic. 36 homes destroys this safety.

Required Information:

Property Owner's Signature 719-375-4080 Lesley Aaron Printed Name 419 Sir Barton Pkwy Property Address (**No P. O. Boxes**)

719-243-2995 Phone Number Lesley.Aaron@icloud.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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
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For
Landon Ochoa
Planning Division Manager
Department of Development Services

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Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

Solomon Estates
Midland, Texas

March 1, 2026

The Honorable Lori Blong
Members of the Midland City Council, Midland, Texas
300 N. Loraine
Midland, Texas 79701

RE: Written Protest Against Proposed Zone Change
Case Z-25-0457 – Alyshebe Lane

Dear Mayor and Council Members,

The undersigned property owners of homes located within Solomon Estates present this written protest **AGAINST** the proposal to change the zoning from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development as to Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

REASONS FOR PROTEST

1. The proposed action will negatively impact the Solomon Estates, specifically with increased traffic, safety concerns, environmental impact, noise and water.
2. The project is inconsistent with the existing offset plans or zoning policies, including lot size and required square footage for homes.
3. The proposal lacks adequate community engagement or transparency, as residents were not notified or included in early planning stages.

REQUEST FOR ACTION

We respectfully request the City Council to:

1. **DENY** the proposed rezoning from Agricultural Estates to Planned District for a housing development of Lots 10 and 11, Solomon Estates, Section 2, City and County of Midland, Texas.

We believe this action is necessary to protect the safety, character and long-term well-being of Solomon Estates.

PETITIONER:

Name: Josh & Raegan Brown

Address: 500 Charismatic Dr Midland 79707

Signature: [signature] **Date:** 3/14/2026

MIDLAND
Planning Division

PUBLIC NOTICE

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LEGAL DESCRIPTION: **Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.**

LOCATION: **Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)**

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: PD, Planned Development District for a Housing Development

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I object to this request X Comments:

This planned development will create a large increase in traffic with safety concerns along the main road of Solomon Estates. This road (Alysheba) not designed to support.

Required Information:

Property Owner's Signature	Printed Name	Property Address (No P. O. Boxes)
	Ritchie Rosso	501 Sir Barton Pkwy Midland 79705

Phone Number	Email
(757) 650 6954	RossoRi@gmail.com

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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

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Solomon Estates
Midland, Texas

March 1, 2026

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Members of the Midland City Council, Midland, Texas
300 N. Loraine
Midland, Texas 79701

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PETITIONER:

Name: Ritchie and Allyse Rosso

Address: 501 Sir Barton Pkwy

Signature: R. Rosso Allyse Rosso Date: 3/17/26

MIDLAND
Planning Division

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I object to this request ✓ **Comments:**

_____

_____

Required Information:

Billy Jack Reed	Billy Jack Reed	506 Charismatic Dr.
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
432-349-4283	bjreed2010@live.com	
Phone Number	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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

For
Landon Ochoa
Planning Division Manager
Department of Development Services

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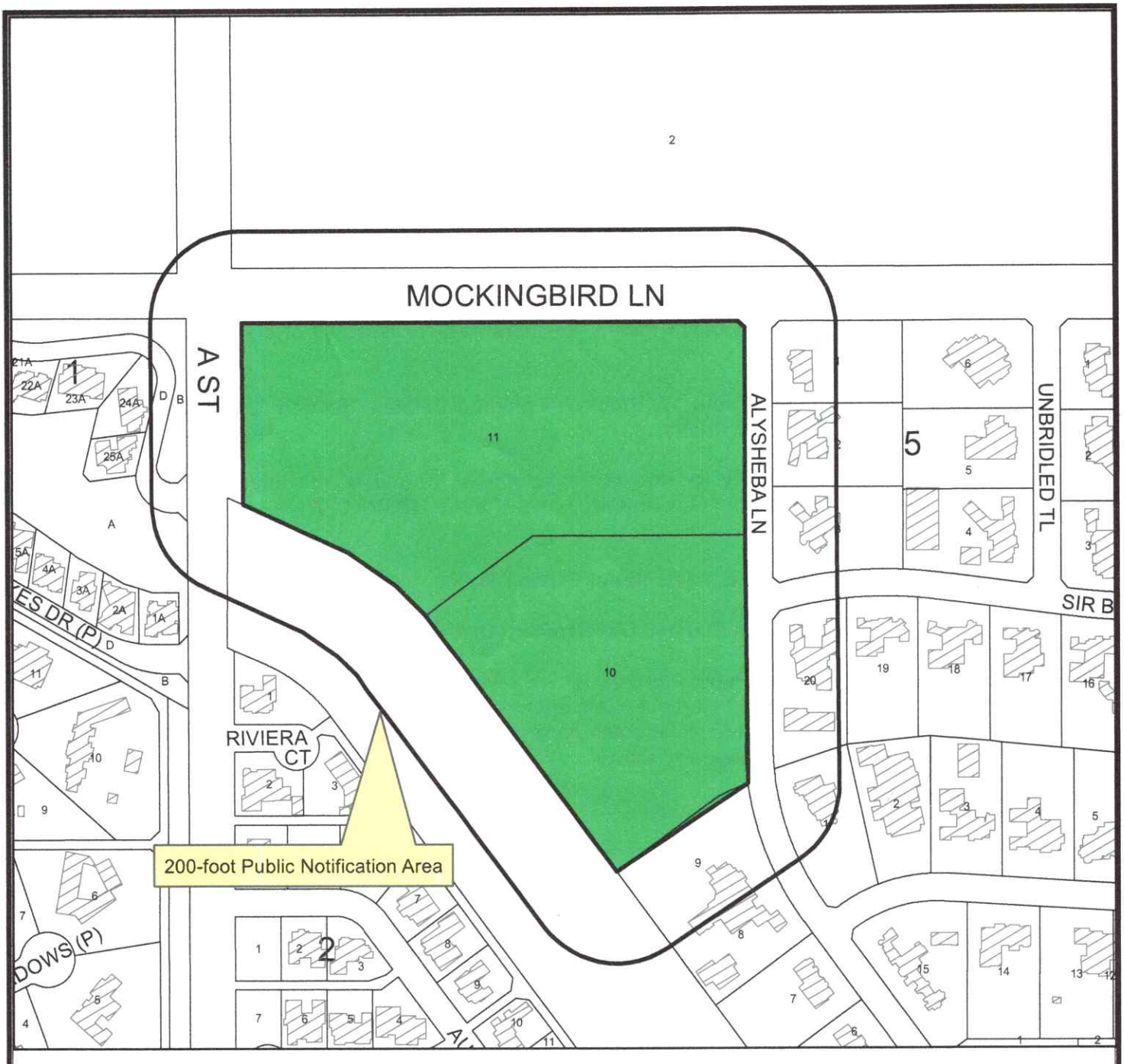

Location Map

Z-25-0457 **Scale: 1" = 2,000'**

Consider a request by Dunaway Associates, on behalf of Black Family Partnerships, for a zone change from AE, Agricultural Estate District to PD, Planned Development District for Housing Development on Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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Solomon Estates
Midland, Texas

March 1, 2026

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Members of the Midland City Council, Midland, Texas
300 N. Loraine
Midland, Texas 79701

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PETITIONER:

Name: William A. Meyer

Address: 509 Affirmed Ave., Midland, TX 79705

Signature: William A. Meyer II Date: 3-17-2026

MIDLAND
Planning Division

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I object to this request X **Comments:**

Adding 36 more homes, all of which would be required to use Alysheba Lane for access would place an unreasonable traffic burden on a residential street that was never designed to handle that level of volume. A zone change is a significant departure from the established character of the neighborhood and sets a concerning precedent for future rezonings in the area.

Required Information:

	Bill Feuer	518 Charismatic Dr
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
432-352-5367	billfeuer@netscape.net	
Phone Number	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: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

But for my Fo.
Landon Ochoa
Planning Division Manager
Department of Development Services

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Solomon Estates
Midland, Texas

March 1, 2026

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Midland, Texas 79701

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PETITIONER:

Name: Bill & Susan Fewer

Address: 518 Charismatic Dr

Signature: _____ Date: 3-17-25

MIDLAND
Planning Division

RECEIVED
FEB 09 2026
Initial:_____

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I object to this request X **Comments:**

_____

_____

Required Information:

Denise Porter — Property Owner's Signature
Denise Perkins Porter — Printed Name
525 Sir Barton Pkwy — Property Address (**No P. O. Boxes**)

432-413-9331 — Phone Number
_____ — Email

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Notices Mailed: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

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Solomon Estates
Midland, Texas

March 1, 2026

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Midland, Texas 79701

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PETITIONER:

Name: Will + Denise Porter

Address: 525 Sir Barton Parkway

Signature: Will Porter Date: 3.17.2026

MIDLAND
Planning Division

RECEIVED
MAR 09 2026
Initial:

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I object to this request X Comments: if proposed in the future

I am against this propsal: Excessive water well additions could further drawdown the current static water level. Alleysheba entrance not good for Solomon. *

Required Information:

Lee Ivanhoe	Lee Ivanhoe	5400 Unbridled Trail
Property Owner's Signature	Printed Name	Property Address (No P. O. Boxes)
432-770-1744	leeamy5400@suddenlink.net	
Phone Number	Email	

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* Entrance should be on "A" street if this project gets approved.

Solomon Estates
Midland, Texas

March 1, 2026

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Midland, Texas 79701

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PETITIONER:

Name: Chris McIntosh

Address: 5401 Unbridled Trail

Signature: _____ Date: 4/8/2026

MIDLAND
Planning Division

RECEIVED
FEB 09 2026
Initial: _____

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I object to this request ✓ **Comments:**

_____

_____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Salini Vasireddy	5409 secretariat st

Phone Number	Email
	vsal0928@gmail.com

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Notices Mailed: 13
Date Mailed: January 23, 2026
Case Number: Z-25-0457
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MJ Planner's Initials

For
Landon Ochoa
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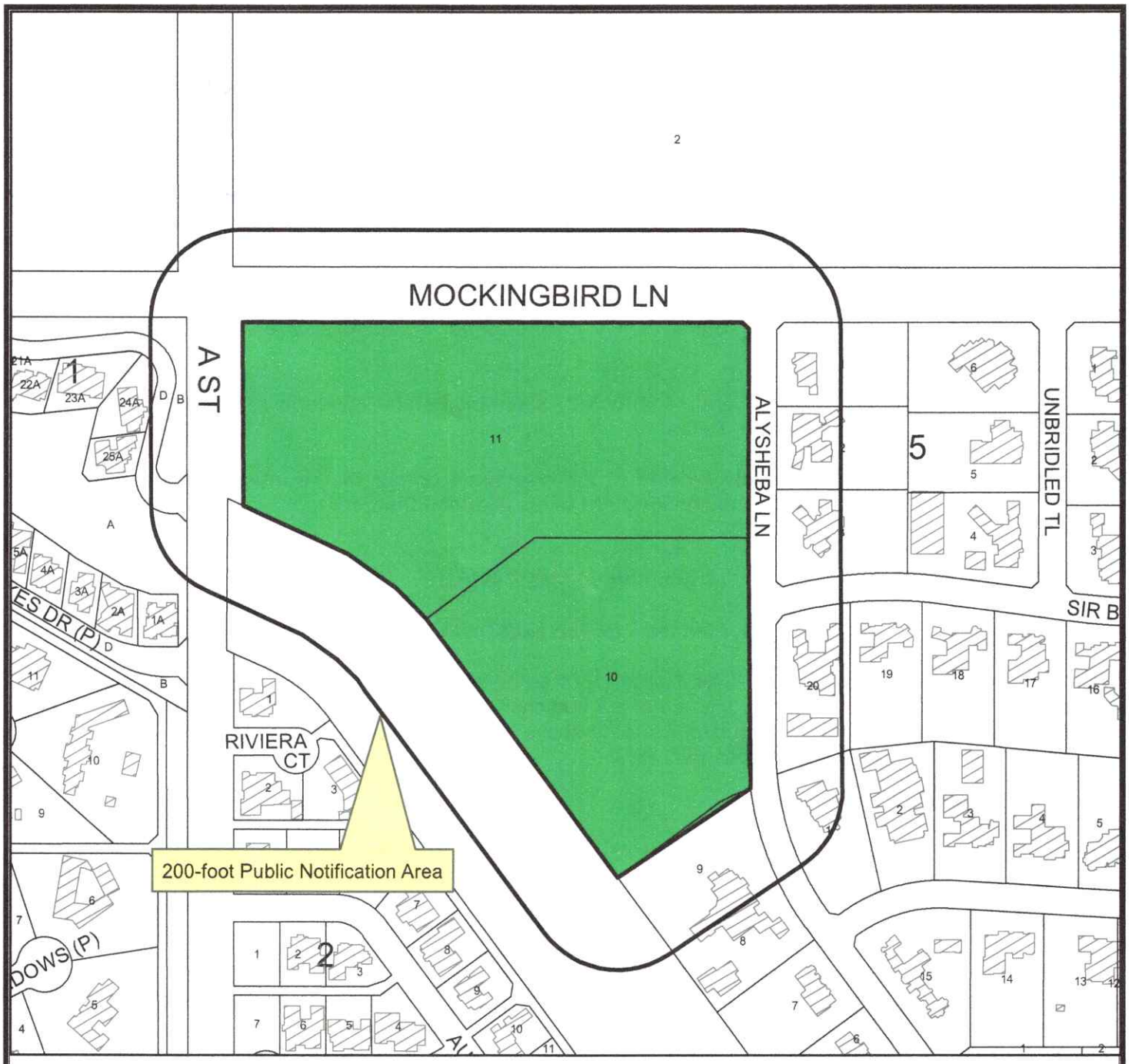

Location Map

Z-25-0457 **Scale: 1" = 2,000'**

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LEGEND

- CITY LIMITS
- PARCEL
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Solomon Estates
Midland, Texas

March 1, 2026

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PETITIONER:

Name: Kevis Stroud & Phil Stroud

Address: 5415 Seattle Slew Trail

Signature: Kevis Stroud Date: 3-17-2026

MIDLAND
Planning Division

PUBLIC NOTICE

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I object to this request X **Comments:**

_____

_____

Required Information:

Jason Lowry — Property Owner's Signature

Jason Lowry — Printed Name

5416 Alysheba Ln — Property Address (**No P. O. Boxes**)

(972) 896-9387 — Phone Number

Jason.Lowry1775@gmail.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: 13
Date Mailed: March 27, 2026
Case Number: Z-25-0457
Case Name: Alysheba Lane
MJ Planner's Initials

For
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

City Council Meeting

Item Number: 18.
Meeting Date: June 9, 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 2, 3, AND 4, AND THE EAST NINE FEET OF LOT 5, BLOCK 8, REPLAT OF LOMA LINDA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST SCHARBAUER DRIVE, APPROXIMATELY 85 FEET WEST OF NORTH LAMESA ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Carmen Lopez is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a bar called Rudy's located at 409 East Scharbauer 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 west and east are zoned RR, Regional Retail and is the location of retail stores and shops. The properties to the south and north is SF2, single-family dwelling district.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Bar 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 bar is 7,773 square feet and the proposed alcohol serviceable area is 6,568 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 4 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday from 4 p.m. to 2 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. Please get in touch with the Fire Marshal's office to ensure deficiencies identified in the last fire inspections have been corrected..

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 Rudy's Sports Bar is acceptable. The property must adhere to the maximum occupant load of 160 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) Rudy's Sport Bar 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 bar, subject to conditions A through G.

Conditions:

A. **That the serviceable area of the Establishment shall be limited to approximately 6,568 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.**

C. **That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 4 p.m. to 2 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.**

Letters of Objection:

As of May 29, 2026, staff has not received any letters of objections.

Attachments:

A. ORD w exh - SUD-26-0228.Carmen Lopez (Rudy's Sports Bar) - Alcohol Sales Ord w Exh
B. SUD-26-0228, Combined Documents
C. SUD-26-0228, Alcohol SUD

Alexis Martinez, Development Services	Created/Initiated - 5/13/2026
Landon Ochoa, Development Services	Approved - 5/28/2026
Elizabeth Triggs, Development Services	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2, 3, AND 4, AND THE EAST NINE FEET OF LOT 5, BLOCK 8, REPLAT OF LOMA LINDA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST SCHARBAUER DRIVE, APPROXIMATELY 85 FEET WEST OF NORTH LAMESA ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

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 2, 3, and 4, and the east nine feet of Lot 5, Block 8, Replat of Loma Linda 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 bar (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 6,568 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 4:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That 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

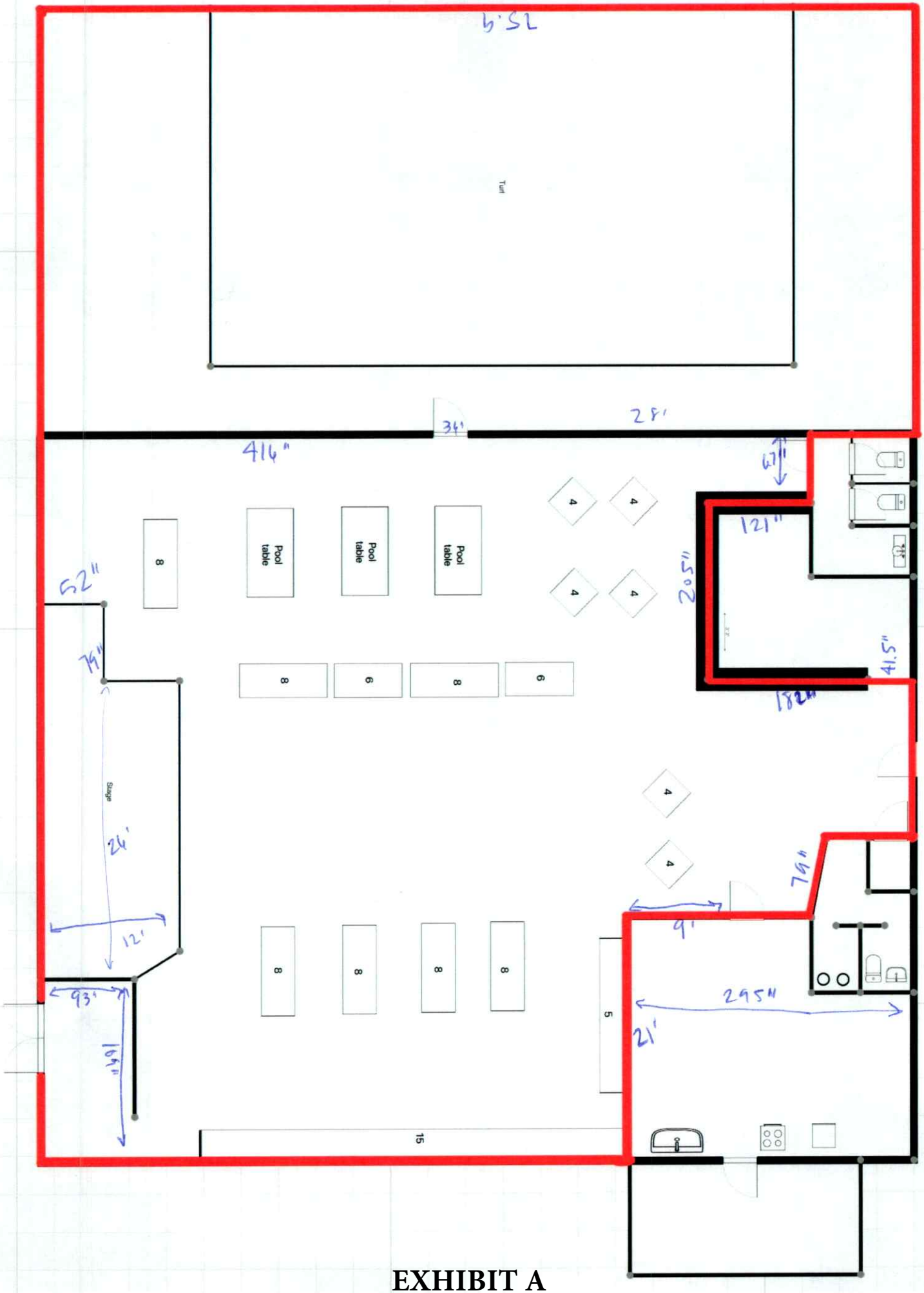
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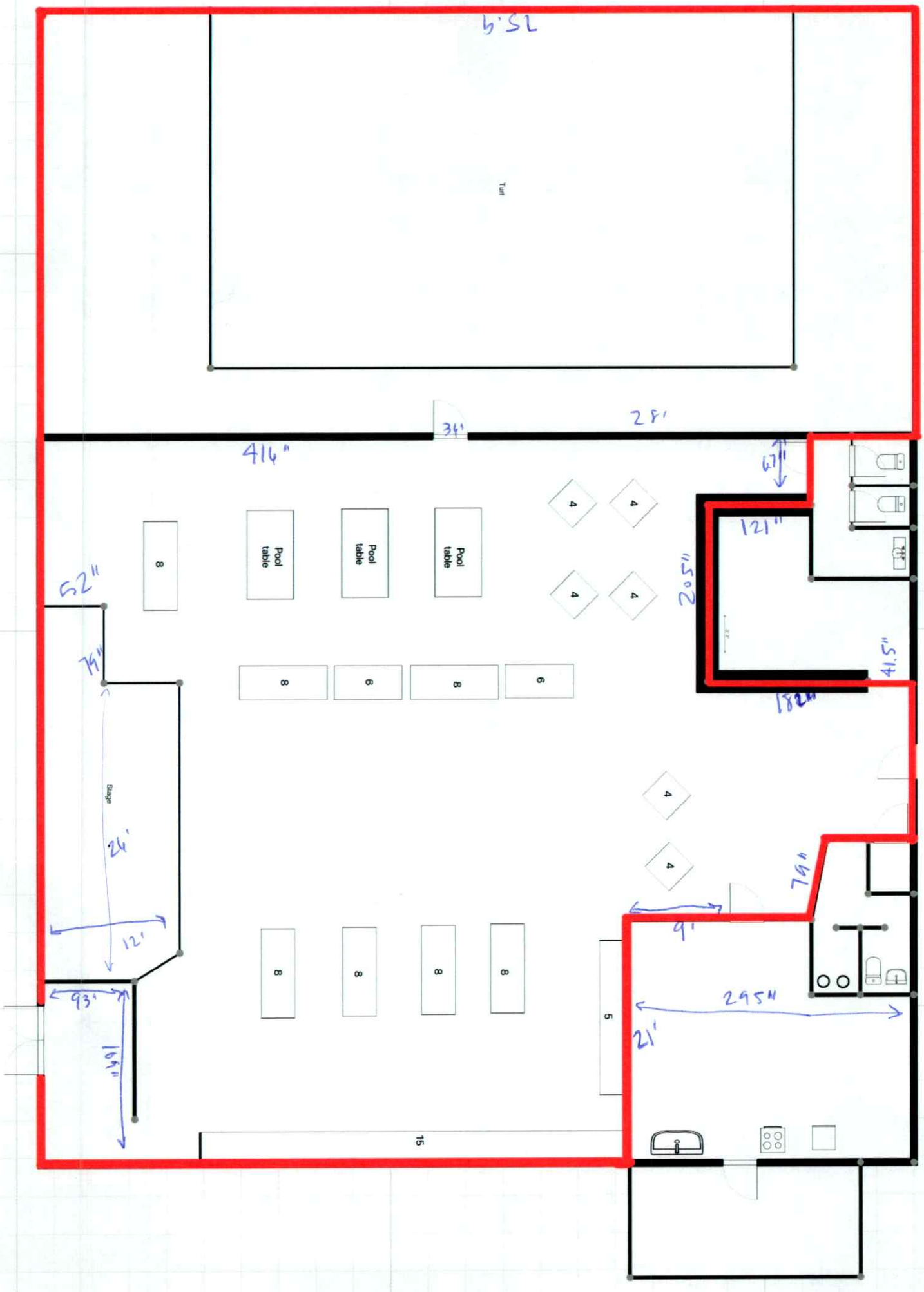
EXHIBIT A



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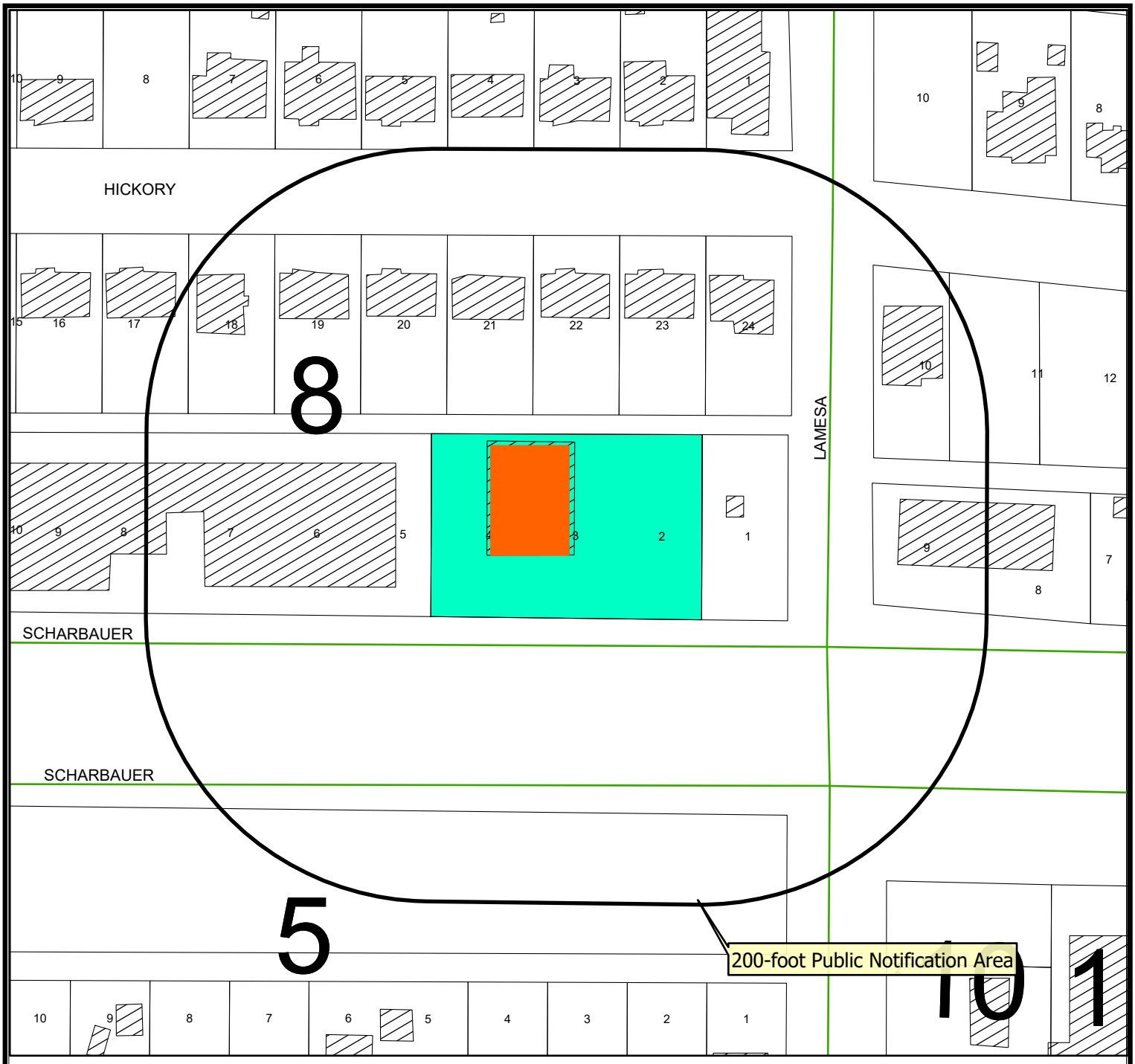


Location Map

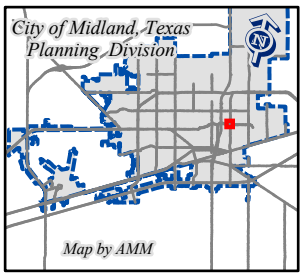
SUD-26-0228 **Scale: 1" = 100 '**

Consider a request by Carmen Lopez for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption, in a restaurant, for all of Lots 2, 3, and 4, and the east 9 feet of Lot 5, Block 8, Replat of Loma Linda Addition, City and County of Midland, Texas.

Generally located on the north side of East Scharbauer Drive, approximately 85 feet west of North Lamesa Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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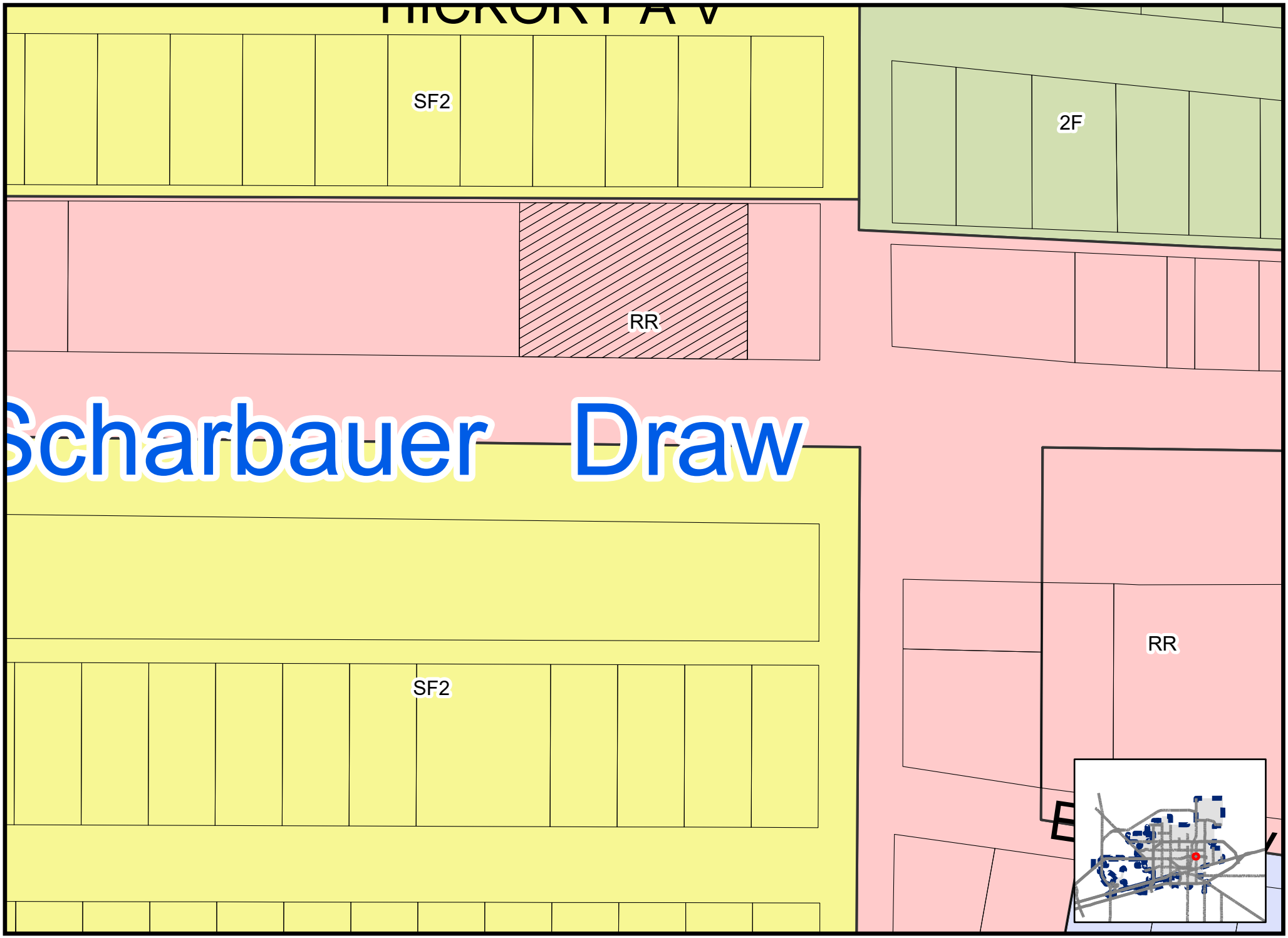
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 4/27/2026

SUD-26-0228

Scale: 1" = 100 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED ON USE OF THIS DATA.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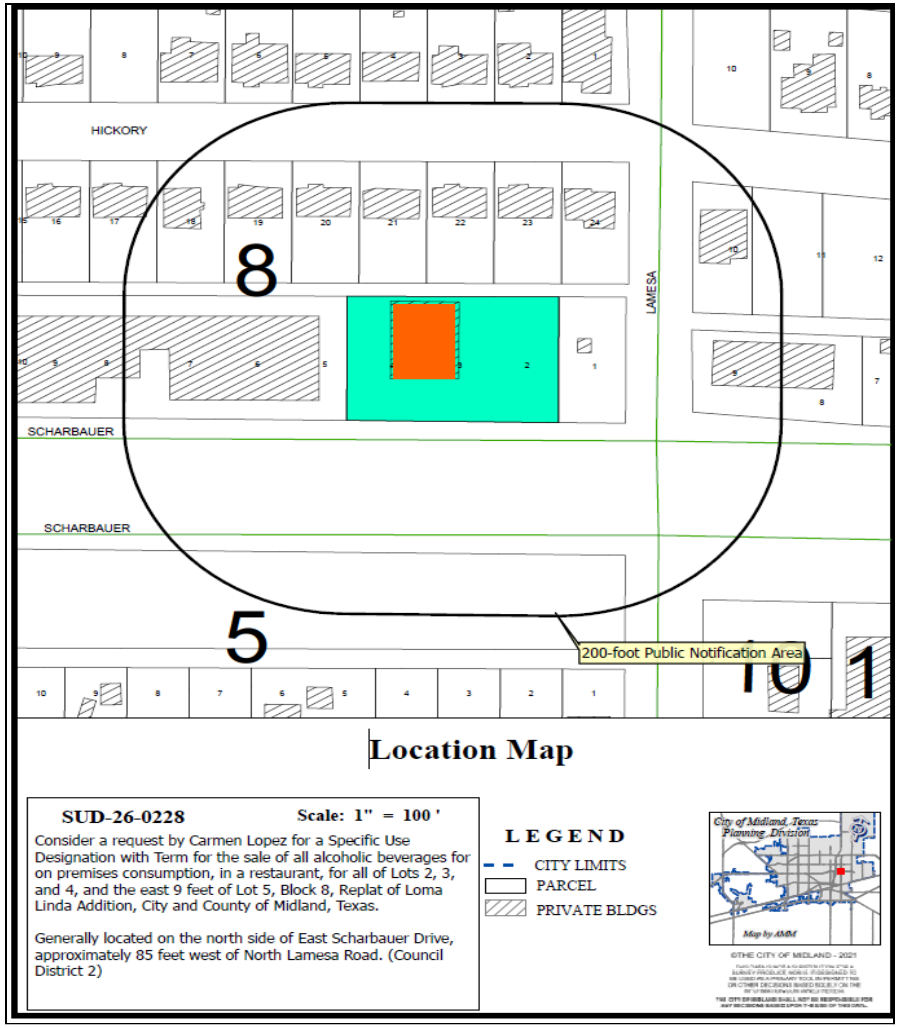
SCHARBAUER


Rudy's
RUDY's Sports Bar


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
RUDY'S SPORTS BAR
Visit Our Website
MIDLANDTEXAS.GOV

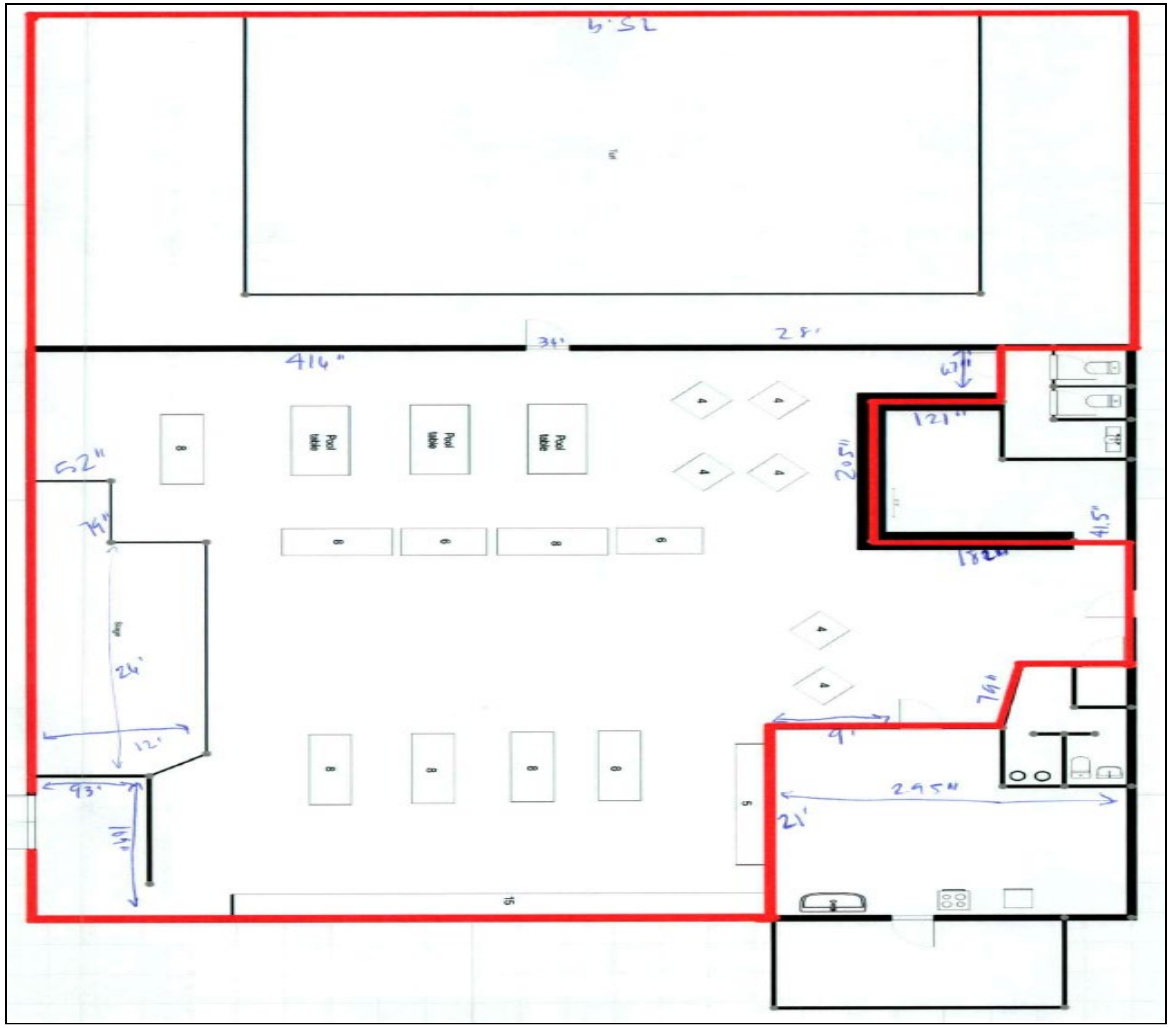
APPLICATION SUMMARY

- **Applicant and Property Owner:** Carmen Lopez
- **Location:** 409 East Scharbauer
- **Reason for Request:** For the sale and on-premises consumption of alcohol



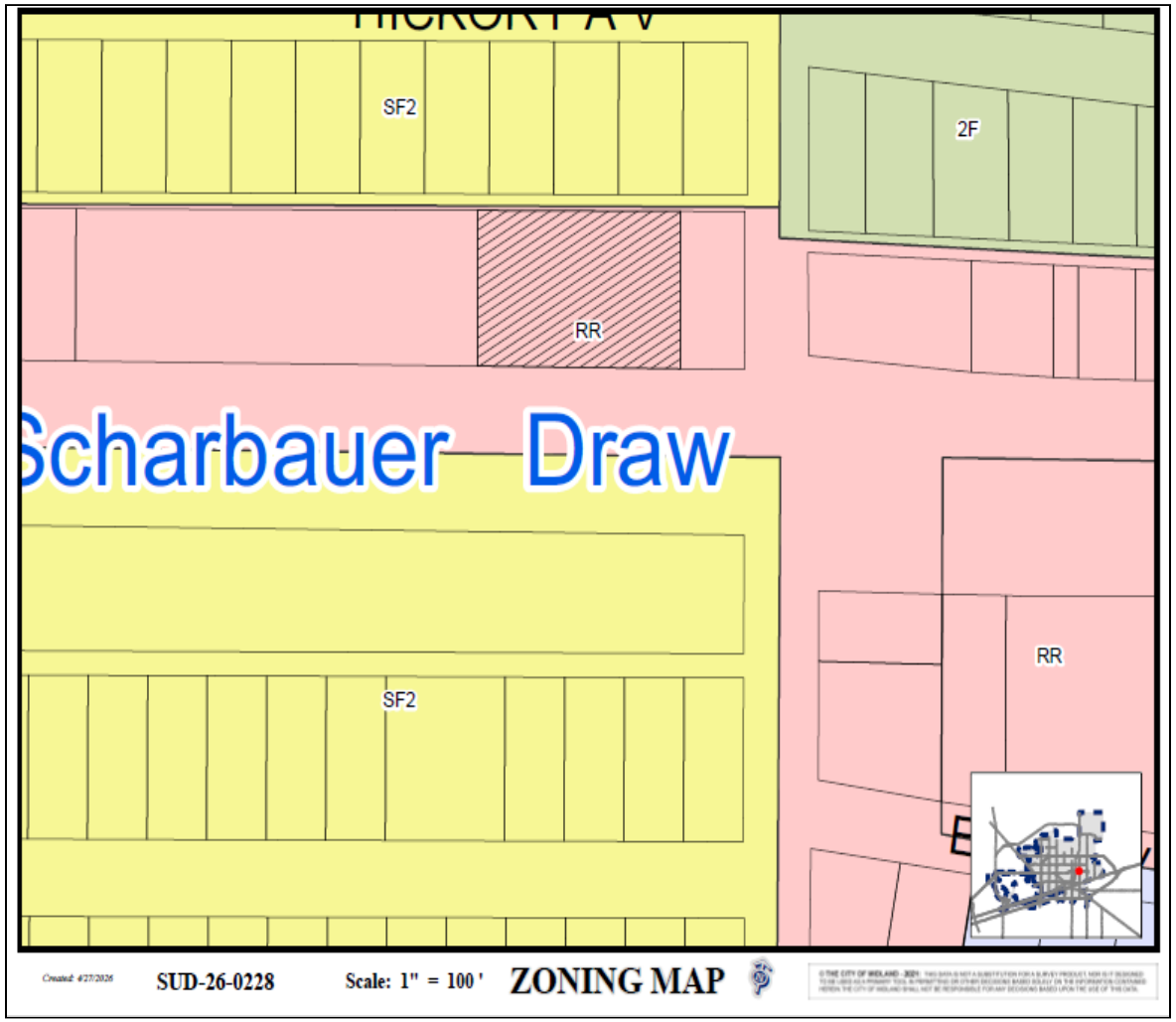
DETAILS OF REQUEST

- For an existing business
- **Area of Business:** 7,773 SF
- **Serviceable Area:** 6,568 SF
- **Hours of Operation** and **Proposed Hours of Alcohol Service:** Monday through Sunday from 4 p.m. to 2 a.m.



ZONING

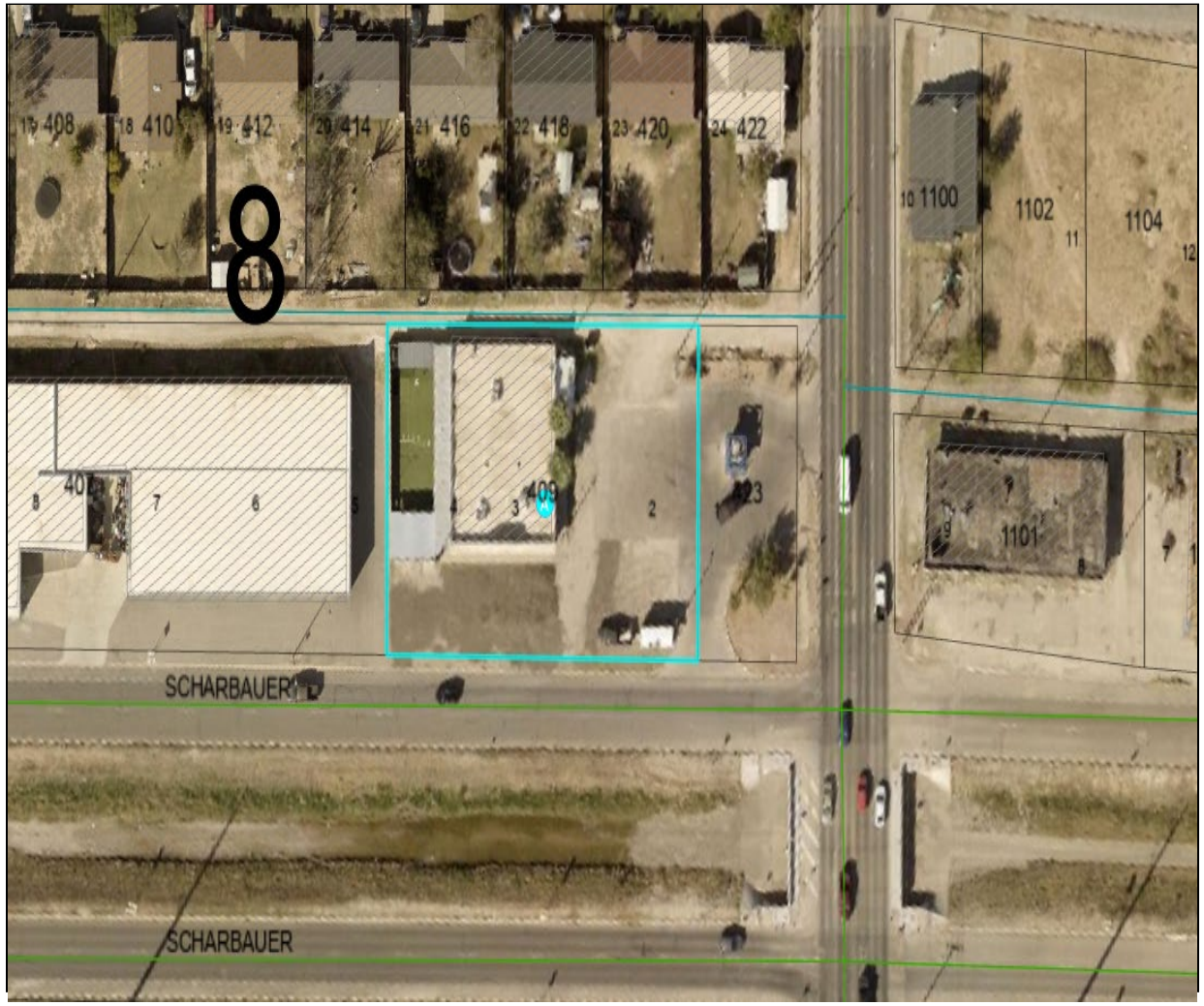
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North, South and West:** SF2, Single Family Dwelling
  - **East:** RR, Regional Retail District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use: Bar**
- **Surrounding Uses:**
  - **North and South:** Single Family Homes
  - **East:** Water kiosk
  - **West:** Commercial Building
- **Proposed Use: Bar**





On East Scharbauer, Looking North

7

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.
- The Planning & Zoning Commission recommended approval of this request on May 18, 2026.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,568 square feet as shown in Exhibits A, which are 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 from 4 p.m. to 2 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.



STAFF'S RECOMMENDATION

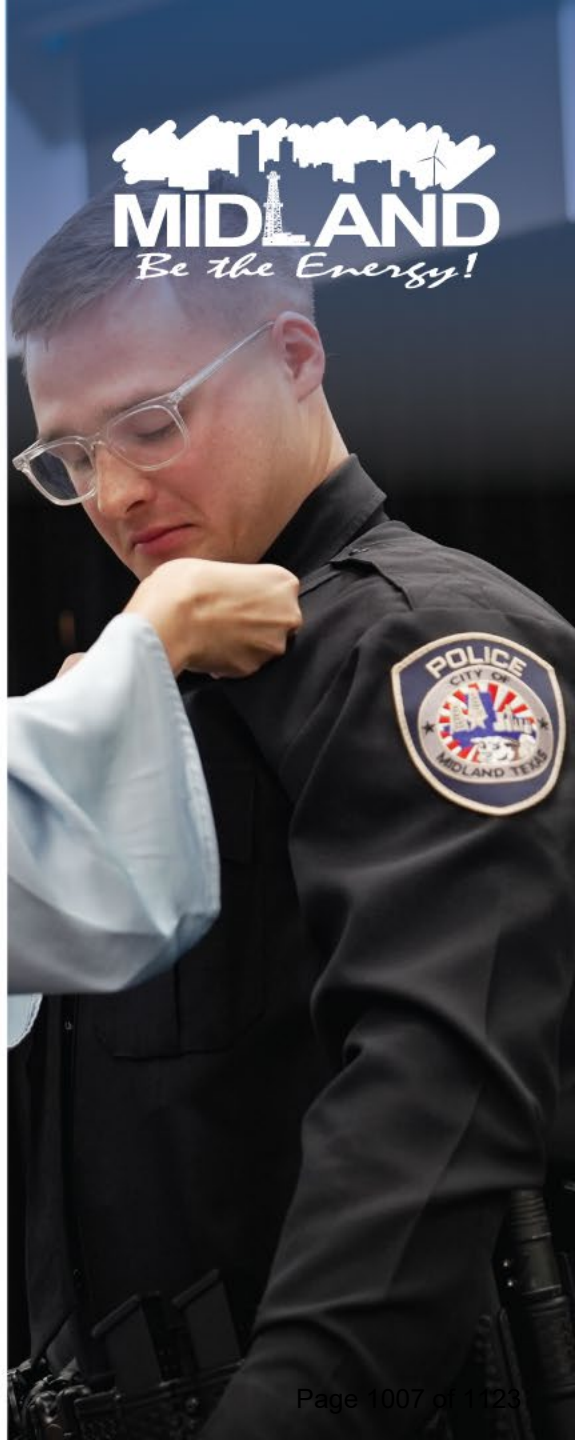
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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.



STAFF'S RECOMMENDATION

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: 19.
Meeting Date: June 9, 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 LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD 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:
Marcus Schwartz, on behalf of RMLS HopTX, LLC,, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant, IHOP/Applebee's located at 301 East Interstate 20.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

BP, I-20 Business Park District

Surrounding Zoning and Land Use:

The property to the north and west is zoned PD, Planned Development District for housing development and retail development. The properties to the east and south is BP, I-20 Business Park District.

Analysis:

The property is zoned BP, I-20 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 not have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 3,725 square feet and the proposed alcohol serviceable area is 2,223 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 12 a.m. to 12 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Saturday from 7 a.m. to 2 a.m.
Sunday from 10 a.m. to 2 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 IHOP/ Applebee's is acceptable. The property must adhere to the maximum occupant load of 147 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) IHOP 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 2,223 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.**

C. **That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 7 a.m. to 2 a.m. Sunday from 10 a.m. to 2 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

Letters of Objection:

As of May 29, 2026, staff has not received any letters of objections.

Attachments:

A. ORD w exh - SUD-26-0229.RMLS Bevco (IHOP, Applebee's) - Alcohol Sales Ord w Exh
B. SUD-26-0228, Combined Docs
C. SUD-26-0229, Alcohol SUD

Alexis Martinez, Development Services	Created/Initiated - 5/13/2026
Landon Ochoa, Development Services	Approved - 5/28/2026
Elizabeth Triggs, Development Services	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD 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 Lot 3A, Block 62, Belmont Addition, Section 13, 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 2,223 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Monday through Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That 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

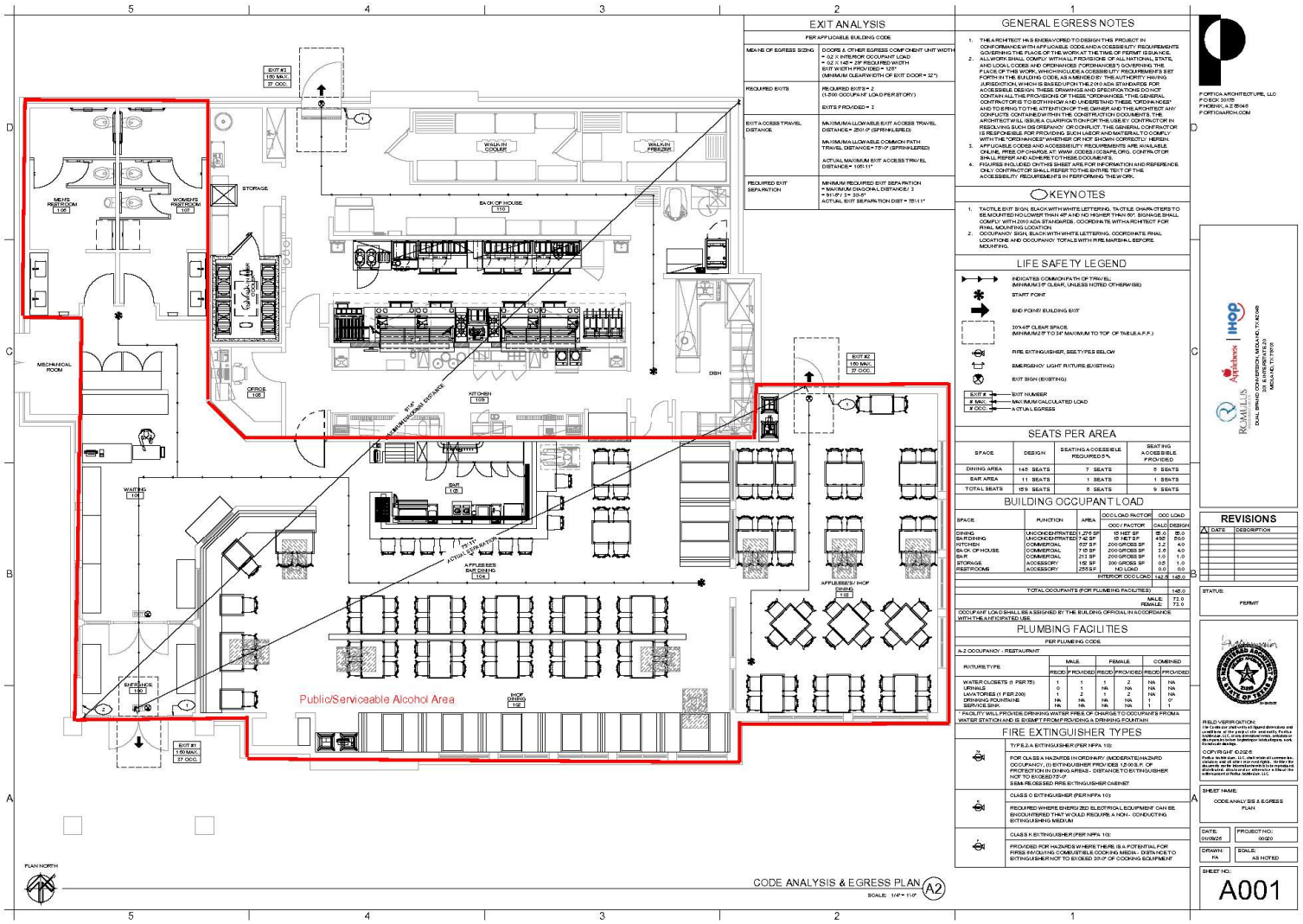
APPROVED AS TO CONTENT
AND COMPLETENESS:

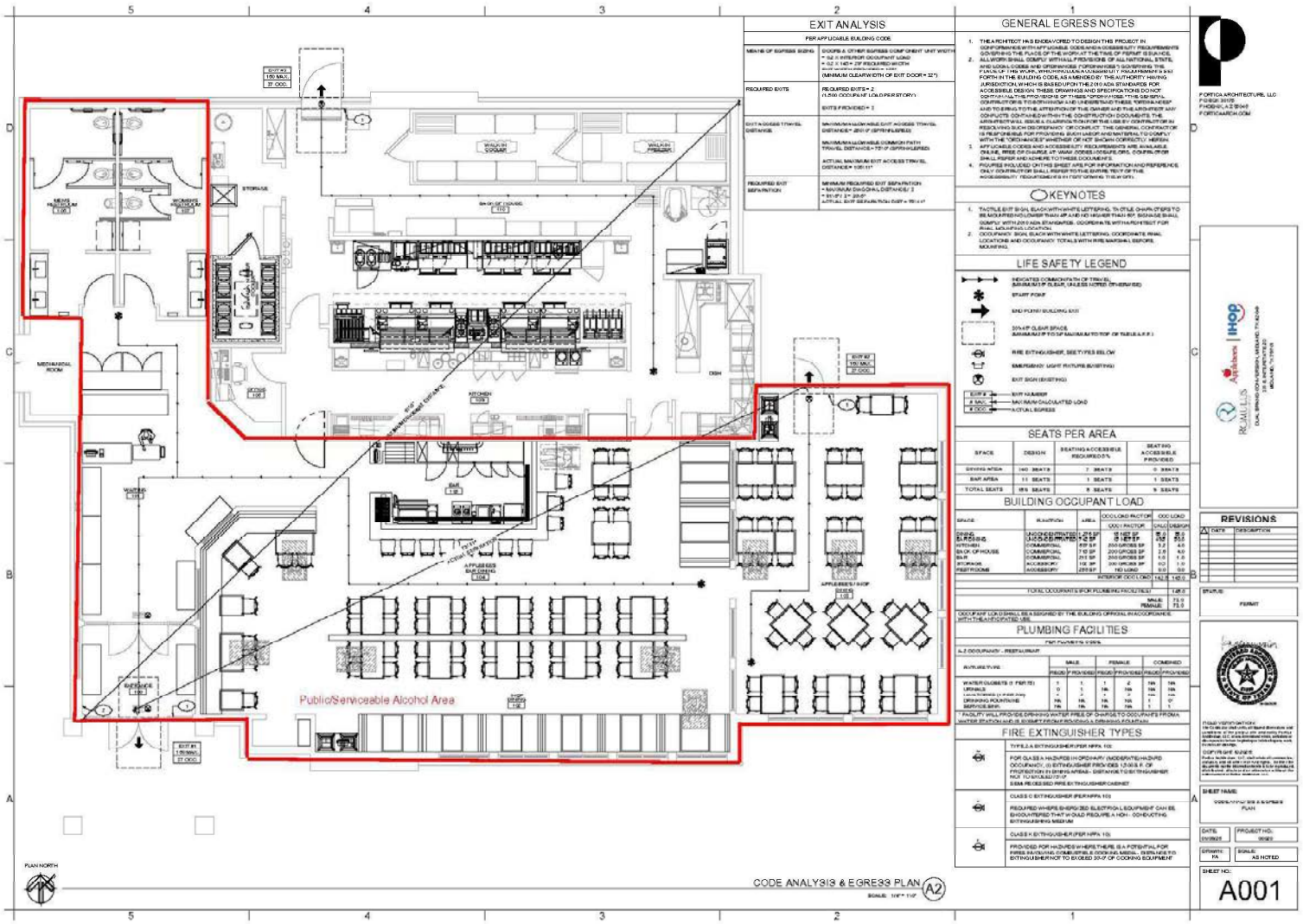
_____
Elizabeth Triggs, Planning and Development Officer

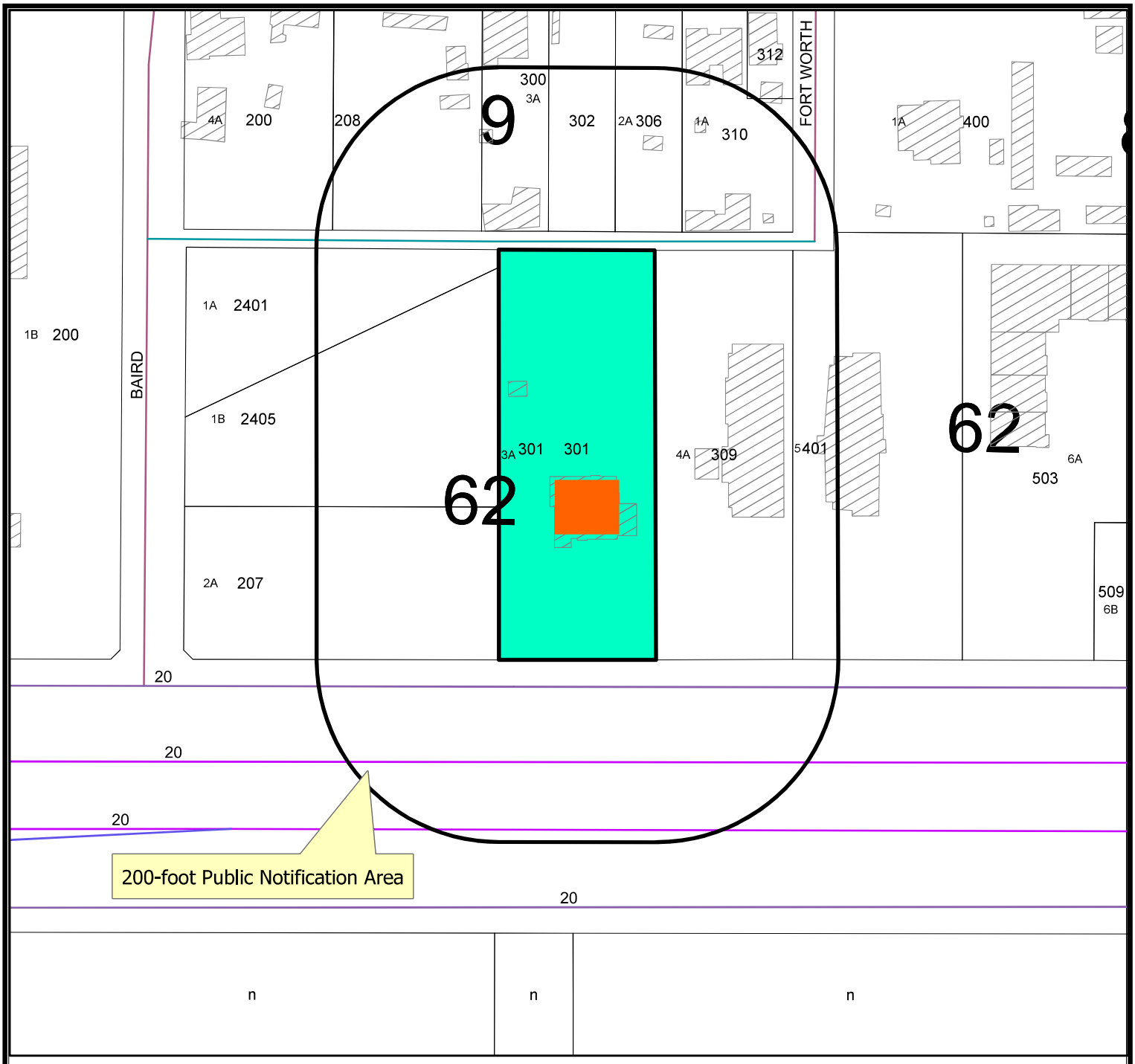
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A


EXIT ANALYSIS
PER APPLICABLE BUILDING CODE
MEANS OF EGRESS SIZING
DOORS & OTHER EGRESS COMPONENT UNIT WIDTH = 0.2 X INTERIOR OCCUPANT LOAD = 0.2 X 145 = 29" REQUIRED WIDTH EXIT WIDTH PROVIDED = 125" (MINIMUM CLEAR WIDTH OF EXIT DOOR = 32")
REQUIRED EXITS
REQUIRED EXITS = 2 (1-500 OCCUPANT LOAD PER STORY) EXITS PROVIDED = 2
EXIT ACCESS TRAVEL DISTANCE
MAXIMUM ALLOWABLE EXIT ACCESS TRAVEL DISTANCE = 250'-0" (SPRINKLERED) MAXIMUM ALLOWABLE COMMON PATH TRAVEL DISTANCE = 75'-0" (SPRINKLERED) ACTUAL MAXIMUM EXIT ACCESS TRAVEL DISTANCE = 165'-11"
REQUIRED EXIT SEPARATION
MINIMUM REQUIRED EXIT SEPARATION = MAXIMUM DIAGONAL DISTANCE / 3 = 91'-8" / 3 = 30'-6" ACTUAL EXIT SEPARATION DIST = 75'-11"
GENERAL EGRESS NOTES
1. THE ARCHITECT HAS ENDEAVORED TO DESIGN THIS PROJECT IN CONFORMANCE WITH APPLICABLE CODE AND ACCESSIBILITY REQUIREMENTS GOVERNING THE PLACE OF THE WORK AT THE TIME OF PERMIT ISSUANCE.
2. ALL WORK SHALL COMPLY WITH ALL PROVISIONS OF ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ("ORDINANCES") GOVERNING THE PLACE OF THIS WORK, WHICH INCLUDE ACCESSIBILITY REQUIREMENTS SET FORTH IN THE BUILDING CODE, AS A MINIMUM BY THE AUTHORITY HAVING JURISDICTION, WHICH IS BASED UPON THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN. THESE DRAWINGS AND SPECIFICATIONS DO NOT CONTAIN ALL THE PROVISIONS OF THESE "ORDINANCES." THE GENERAL CONTRACTOR IS TO BOTH KNOW AND UNDERSTAND THESE "ORDINANCES" AND TO BRING TO THE ATTENTION OF THE OWNER AND THE ARCHITECT ANY CONFLICTS CONTAINED WITHIN THE CONSTRUCTION DOCUMENTS. THE ARCHITECT WILL ISSUE A CLARIFICATION FOR THE USE BY CONTRACTOR IN RESOLVING SUCH DISCREPANCY OR CONFLICT. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING SUCH LABOR AND MATERIALS TO COMPLY WITH THE "ORDINANCES" WHETHER OR NOT SHOWN CORRECTLY HEREIN.
3. APPLICABLE CODES AND ACCESSIBILITY REQUIREMENTS ARE AVAILABLE ONLINE, FREE OF CHARGE AT: WWW.CODES.ICCSAFE.ORG. CONFIRM OF OR SHALL REFER AND ADHERE TO THESE DOCUMENTS.
4. FIGURES INCLUDED ON THIS SHEET ARE FOR INFORMATION AND REFERENCE ONLY. CONTRACTOR SHALL REFER TO THE ENTIRE TEXT OF THE ACCESSIBILITY REQUIREMENTS IN PERFORMING THE WORK.
KEYNOTES
1. TACTILE EXIT SIGN, BLACK WITH WHITE LETTERING. TACTILE CHARACTERS TO BE MOUNTED NO LOWER THAN 48" AND NO HIGHER THAN 60". SIGNAGE SHALL COMPLY WITH 2010 ADA STANDARDS. COORDINATE WITH ARCHITECT FOR FINAL MOUNTING LOCATION.
2. OCCUPANCY SIGN, BLACK WITH WHITE LETTERING. COORDINATE FINAL LOCATIONS AND OCCUPANCY TOTALS WITH FIRE MARSHAL BEFORE MOUNTING.
LIFE SAFETY LEGEND
INDICATES COMMON PATH OF TRAVEL (MINIMUM 3'-0" CLEAR, UNLESS NOTED OTHERWISE)
START POINT
END POINT/ BUILDING EXIT
30%4FT CLEAR SPACE (MINIMUM 2'-0" TO 34" MAXIMUM TO TOP OF TABLE A.F.P.)
FIRE EXTINGUISHER, SEE TYPES BELOW
EMERGENCY LIGHT FIXTURE (EXISTING)
EXIT SIGN (EXISTING)
EXIT #
MAX.
OCC.
EXIT NUMBER
MAXIMUM CALCULATED LOAD
ACTUAL EGRESS
SEATS PER AREA
SPACE | DESIGN | SEATING ACCESSIBLE REQUIRED | SEATING ACCESSIBLE PROVIDED
DINING AREA | 145 SEATS | 7 SEATS | 8 SEATS
BAR AREA | 11 SEATS | 1 SEATS | 1 SEATS
TOTAL SEATS | 156 SEATS | 8 SEATS | 9 SEATS
BUILDING OCCUPANT LOAD
SPACE | FUNCTION | AREA | OCC LOAD FACTOR: OCC / FACTOR | OCC LOAD: CALC | DESIGN
DINING | UNCONCENTRATED | 1,276 SF | 15 NET SF | 85.0 | 85.0
BAR/DINING | UNCONCENTRATED | 42 SF | 15 NET SF | 4.00 | 5.00
KITCHEN | COMMERCIAL | 632 SF | 200 GROSS SF | 3.2 | 4.0
BAR OF HOUSE | COMMERCIAL | 716 SF | 200 GROSS SF | 3.6 | 4.0
BAR | COMMERCIAL | 213 SF | 200 GROSS SF | 1.0 | 1.0
STORAGE | ACCESSORY | 152 SF | 300 GROSS SF | 0.5 | 1.0
RESTROOMS | ACCESSORY | 2555 F | NO LOAD | 0.0 | 0.0
INTERIOR OCC LOAD | 142.8 | 142.0
TOTAL OCCUPANTS (FOR PLUMBING FACILITIES) | 142.0
MALE: 71.0
FEMALE: 71.0
OCCUPANT LOADS SHALL BE ASSIGNED BY THE BUILDING OFFICIAL IN ACCORDANCE WITH THE ANTICIPATED USE.
PLUMBING FACILITIES
PER PLUMBING CODE
A-2 OCCUPANCY - RESTAURANT
FIXTURE TYPE | MALE: REQD / PROVIDED | FEMALE: REQD / PROVIDED | COMBINED: REQD / PROVIDED
WATER CLOSETS (1 PER 75) | 1 / 1 | 1 / 2 | NA / NA
URINALS | 0 / 1 | NA / NA | NA / NA
LAVATORIES (1 PER 200) | 1 / 2 | 1 / 2 | NA / NA
DRINKING FOUNTAINS | NA / NA | NA / NA | 1 / 1
SERVICE SINK | NA / NA | NA / NA | 1 / 1
* FACILITY WILL PROVIDE DRINKING WATER FREE OF CHARGE TO OCCUPANTS FROM A WATER STATION AND IS EXEMPT FROM PROVIDING A DRINKING FOUNTAIN
FIRE EXTINGUISHER TYPES
TYPE 2-A EXTINGUISHER (PER NFPA 10):
FOR CLASS A HAZARDS IN ORDINARY (MODERATE) HAZARD OCCUPANCY, (1) EXTINGUISHER PROVIDES 1.25 SQ.ft. OF PROTECTION IN DINING AREAS - DISTANCE TO EXTINGUISHER NOT TO EXCEED 75'-0" SEMI-RECESSED FIRE EXTINGUISHER CABINET
CLASS C EXTINGUISHER (PER NFPA 10):
REQUIRED WHERE ENERGIZED ELECTRICAL EQUIPMENT CAN BE ENCOUNTERED THAT WOULD REQUIRE A NON- CONDUCTING EXTINGUISHING MEDIUM
CLASS K EXTINGUISHER (PER NFPA 10):
PROVIDED FOR HAZARDS WHERE THERE IS A POTENTIAL FOR FIRES INVOLVING COMBUSTIBLE COOKING MEDIA - DISTANCE TO EXTINGUISHER NOT TO EXCEED 30'-0" OF COOKING EQUIPMENT
MEN'S RESTROOM 106
WOMEN'S RESTROOM 107
STORAGE
WALK-IN COOLER
WALK-IN FREEZER
BAR OF HOUSE 110
MECHANICAL ROOM
OFFICE 108
KITCHEN 109
DISH
EXIT #2 150 MAX. 37 OCC.
WAITING 106
EXIT 105
75'-11" ACTUAL EXIT SEPARATION
APPLEBEES BAR/DINING 104
APPLEBEES/ IHOP DINING 103
IHOP DINING 102
ENTRANCE 100
EXIT #1 150 MAX. 37 OCC.
Public/Servicable Alcohol Area
PLAN NORTH
CODE ANALYSIS & EGRESS PLAN A2
SCALE: 1/4" = 1'-0"
FORTICA ARCHITECTURE, LLC
P.O.BOX 30175
PHOENIX, AZ 85046
FORTICAARCH.COM
IHOP
Applebee's
ROMULUS
DUAL BRAND CONVERSION, MCKINNEY, TX
REVISIONS
DATE | DESCRIPTION
STATUS: PERMIT
FIELD VERIFICATION:
COPYRIGHT ©2026
SHEET NAME: CODE ANALYSIS & EGRESS PLAN
DATE: 01/09/26
PROJECT NO: 00020
DRAWN: PA
SCALE: AS NOTED
SHEET NO: A001


EXIT ANALYSIS
GENERAL EGRESS NOTES
KEYNOTES
LIFE SAFETY LEGEND
SEATS PER AREA
BUILDING OCCUPANT LOAD
PLUMBING FACILITIES
FIRE EXTINGUISHER TYPES
Public/Serviceable Alcohol Area
CODE ANALYSIS & EGRESS PLAN A2
REVISIONS
A001



Location Map

SUD-26-0229 **Scale: 1" = 157 '**

Consider a request by Marcus Schwartz, on behalf of RMLS HopTX, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption, in a restaurant, on Lot 3A, Block 62, Belmont Addition, Section 13, City and County of Midland, Texas.

Generally located at the north of East Interstate 20, approximately 390 feet east of South Baird Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

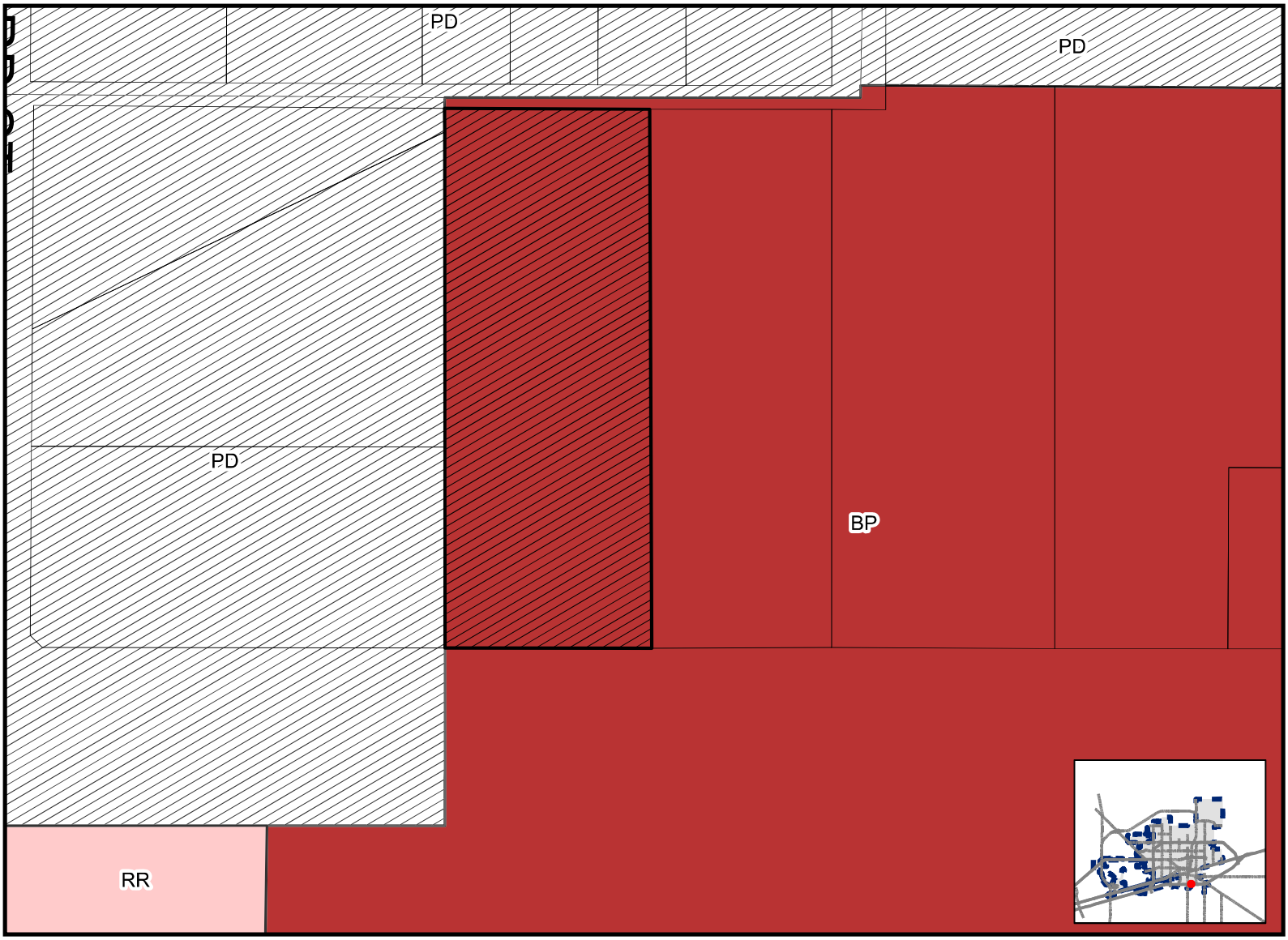
City of Midland, Texas
Planning Division

Map by

©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: 4/29/2026

SUD-26-0229

Scale: 1" = 100 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


LONGVIEW
FORT WORTH
BAIRD
9
8
62
62
20
20
20
20


IHOP
IHOP RESTAURANT
301

MIDLAND
Be the Energy!

ITEM

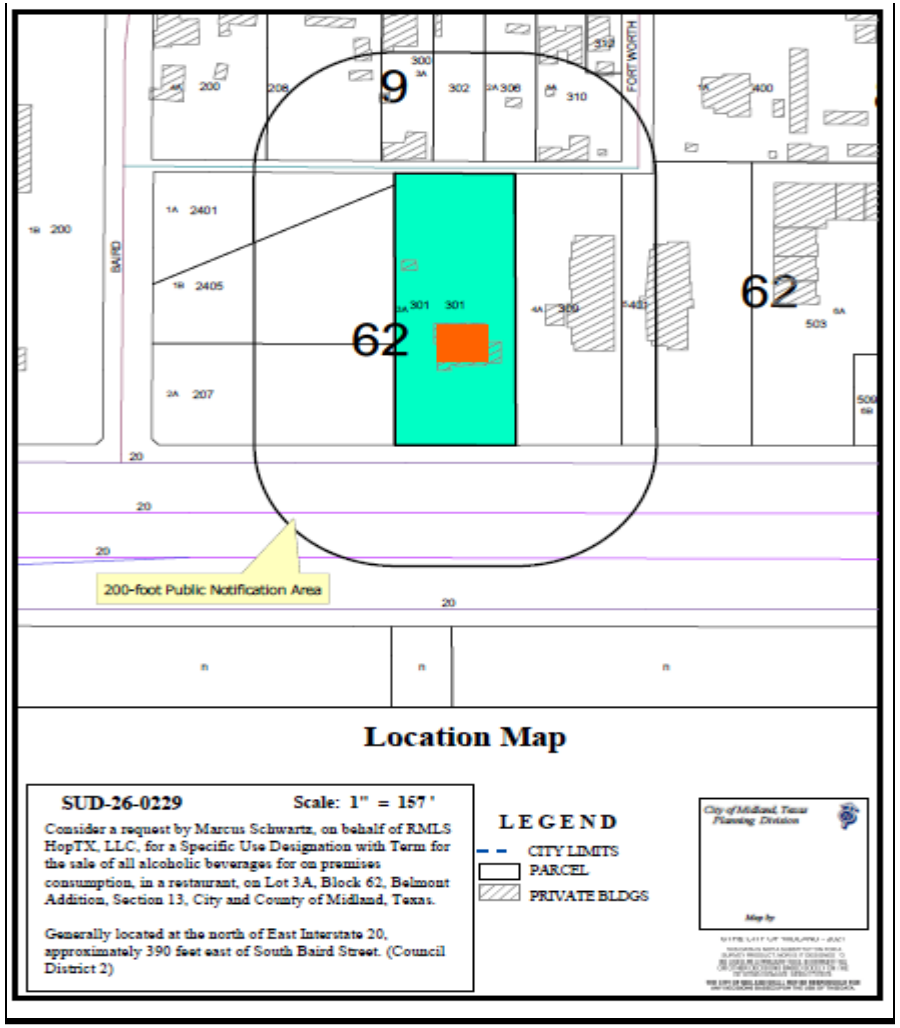
SPECIFIC USE DESIGNATION

IHOP/APPLEBEE'S

Visit Our Website
MIDLANDTEXAS.GOV

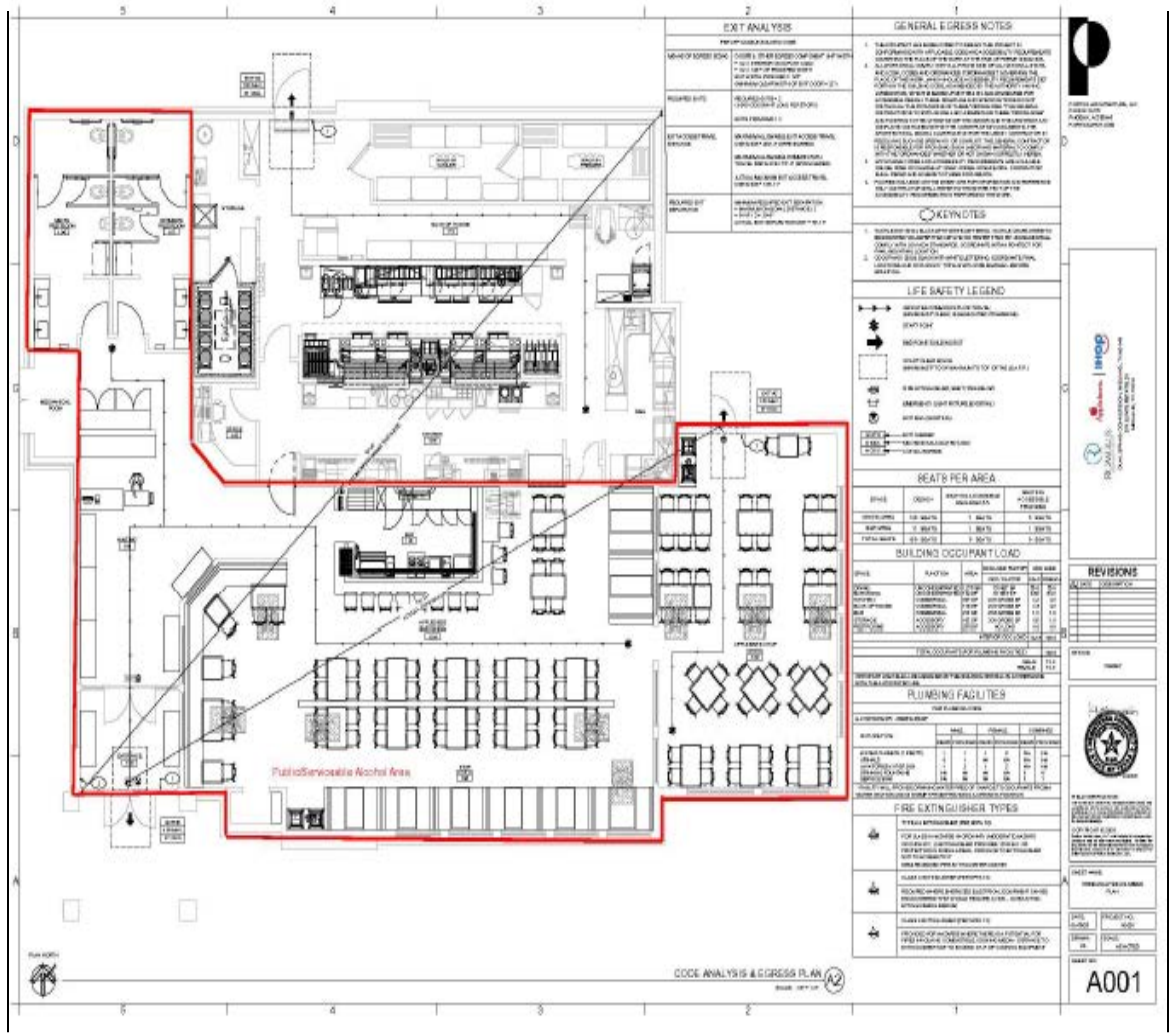
APPLICATION SUMMARY

- **Applicant:** RMLS BEVCO,LLC
- **Property Owner:** RMLS HOPTX, LLC
- **Representative:** Marcus Schwartz
- **Location:** 301 East Interstate 20
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

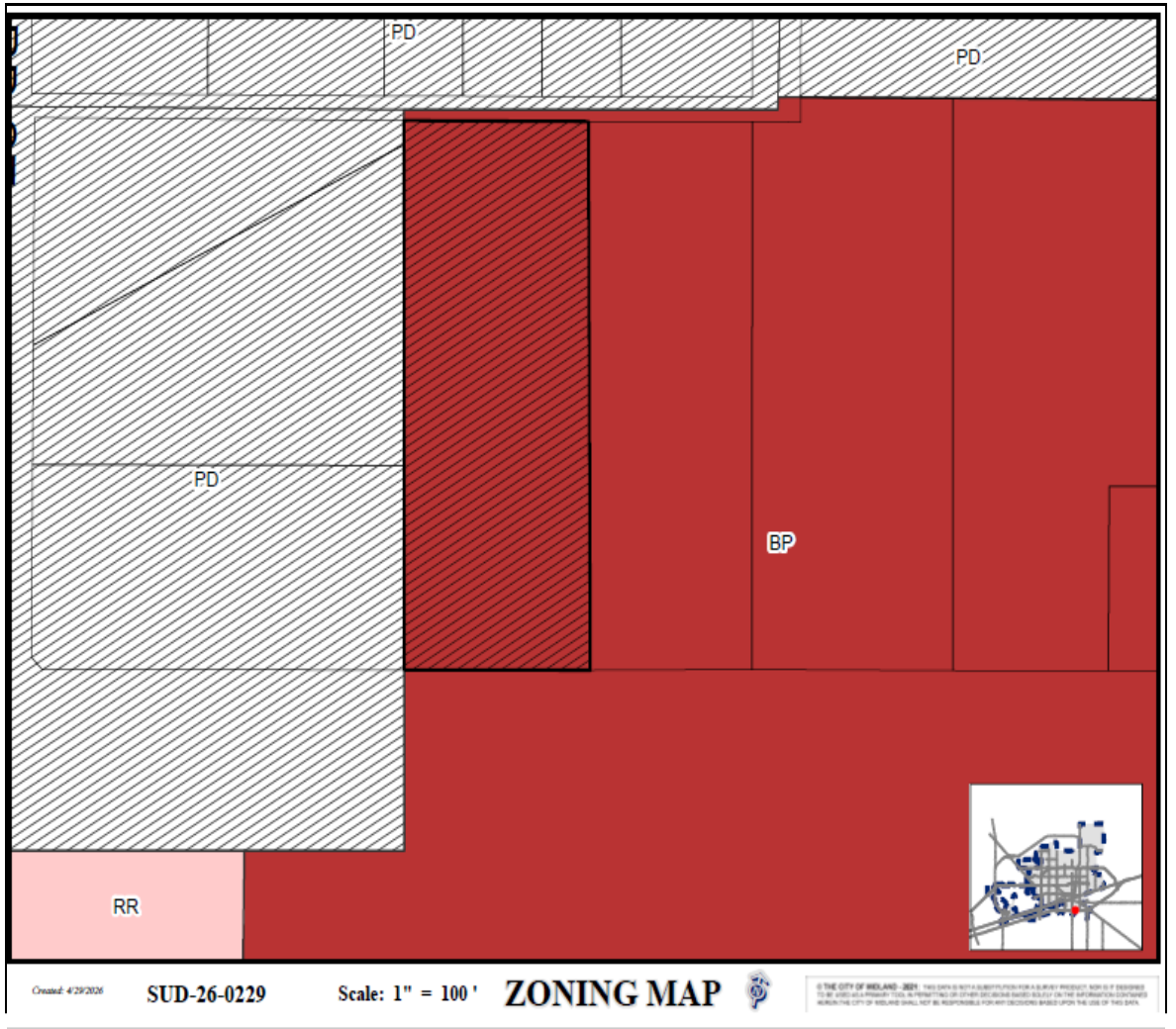
- For a new Restaurant
- **Area of Business:** 3,725 SF
- **Serviceable Area:** 2,223 SF
- **Hours of Operation:** 24/7
- **Proposed Hours of Alcohol Service:** Monday through Saturday from 7 a.m. to 2 a.m. and Sunday from 10 a.m. to 2 a.m.



3

ZONING

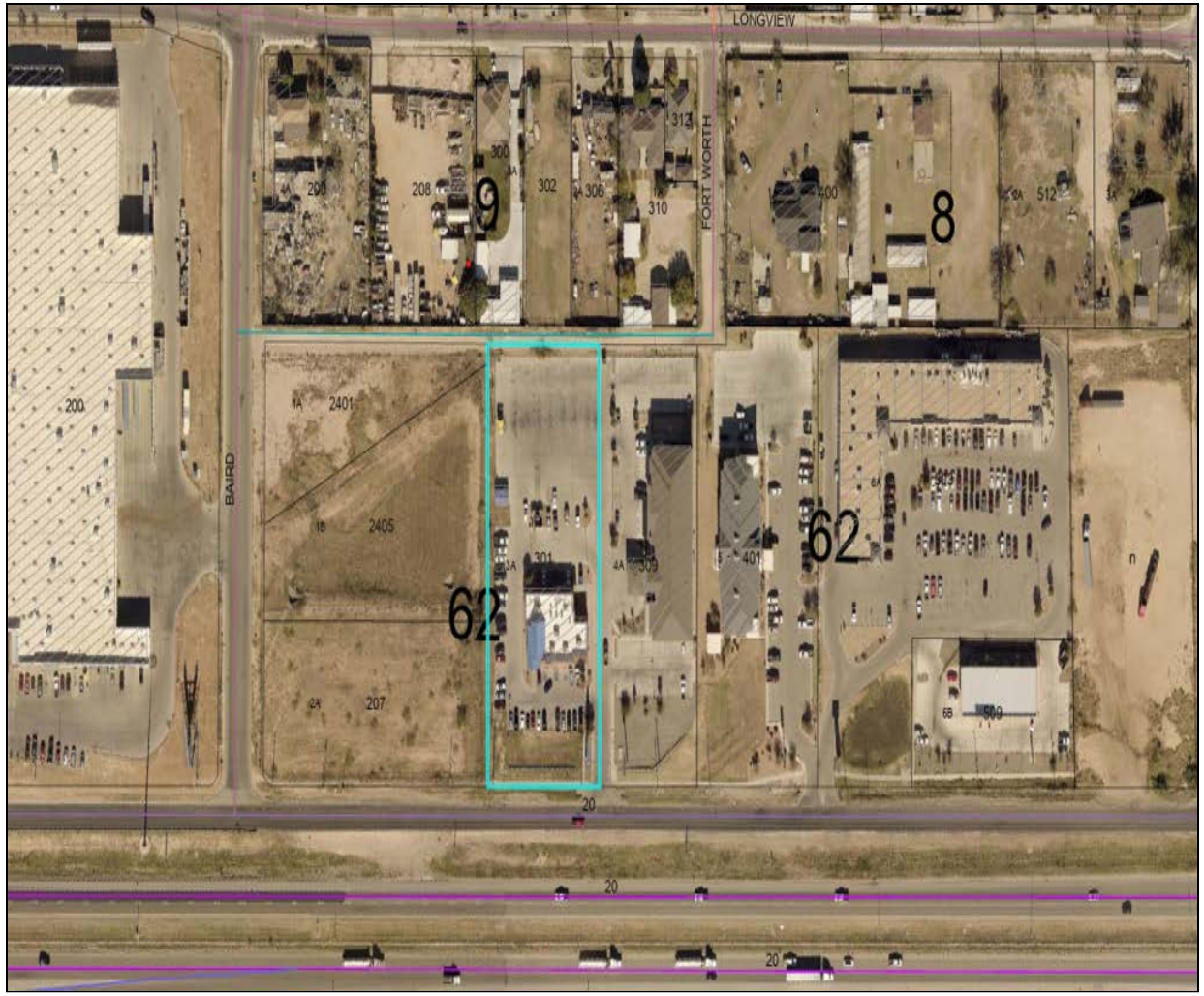
- **Current Zoning:** BP, I-20 Business Park District
- **Surrounding Zoning:**
  - **North and West:** PD, Planned Development District for Office and Retail Development
  - **South and East:** BP, I-20 Business Park District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use: Vacant**
- **Surrounding Uses:**
  - **South and East:** BP, Business Park District
  - **West and West:** PD, Planned Development District for Office and Retail Development
- **Proposed Use: Restaurant**



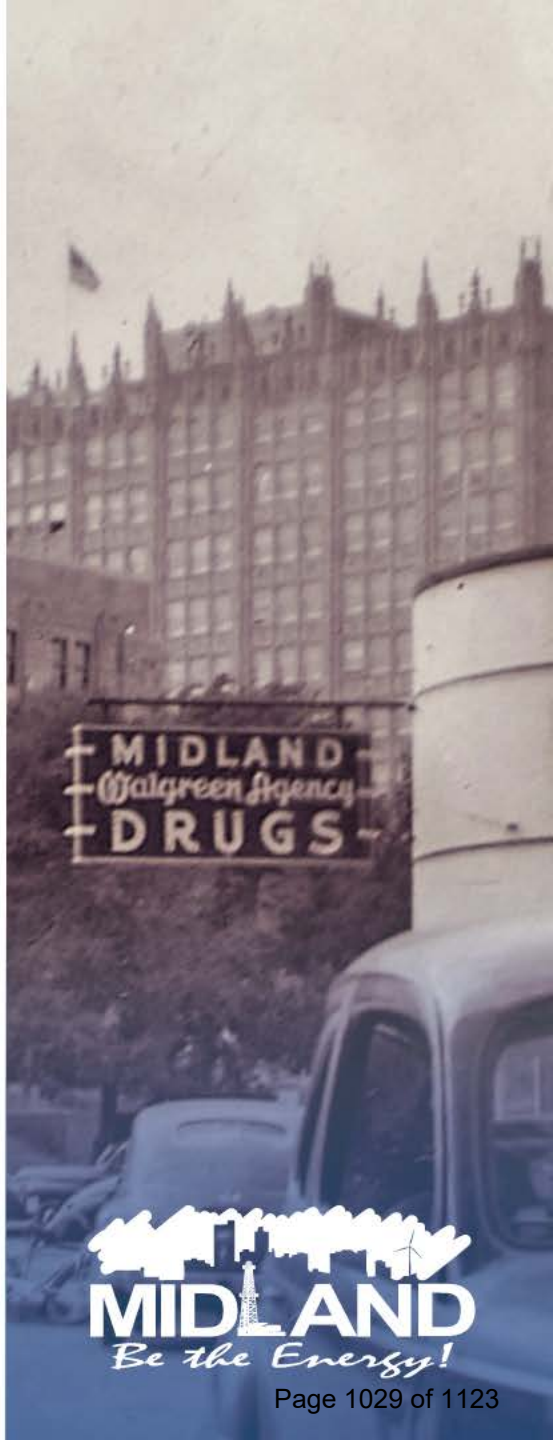
MIDLAND
Be the Energy!



On East Interstate 20, Looking North

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 2,223 square feet as shown in Exhibits A, which are 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 Saturday from 7 a.m. to 2 a.m. of the following day and Saturday from 10 a.m. to 2 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.



STAFF'S RECOMMENDATION

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.



STAFF'S RECOMMENDATION

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: 20.
Meeting Date: June 9, 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 LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, 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:
Jorge Ramos, on behalf of Manuel Herrera, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 418 West Wadley Avenue for Santomar.

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 properties to the north, south, west and east are zoned PD, Planned Development District, and are office spaces.

Analysis:

The subject property is located at 418 West Wadley Avenue is zoned PD, Planned Development District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the restaurant, Santomar, is 7,633 square feet and the proposed alcohol serviceable Area is 3,960 square feet. The new business Santomar is attempting to obtain their TABC license but must first obtain their SUD. The business previously had an SUD approved for the subject property but is now seeking to amend the hours during which alcohol can be sold as well add to the serviceable are.

The proposed days and hours of operation are:

Monday through Thursday from 11 a.m. to 11 p.m.
Friday through Sunday from 11 a.m. to 12 a.m. (midnight)

The currently approved alcohol serviceable hours are:
Monday through Thursday from 11 a.m. to 10 p.m.
Friday through Sundays from 11 a.m. to 12 a.m. (midnight)

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday from 11 a.m. to 11 p.m.
Friday through Sundays from 11 a.m. to 12 a.m. (midnight)

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)

Operation of the establishment shall comply with all applicable fire and life safety codes, including maintaining approved occupant loads, clear means of egress, and properly functioning fire protection systems.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Santomar Restaurant & Bar is acceptable. The Building must adhere to the maximum occupant load of 150 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code. The Outside dining area occupancy does not negatively impact the restroom requirements.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant, subject to Condition A through G.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 5,380 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 the following:**

Monday through Thursday from 11 a.m. to 11 p.m.

Friday 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 all requirements of the Fire Department and Code Administration**

F. **That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol 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 May 29, 2026 staff has not received any letters of objections.

Attachments:

A. ORD w exh - SUD-26-0231.Jorge Ramos (Santomar) - Alcohol Sales Ord w Exh
B. SUD-26-0231, Combined Docs
C. SUD-26-0231, Santomar SUD

Alexis Martinez, Development Services	Created/Initiated - 5/13/2026
Landon Ochoa, Development Services	Approved - 5/28/2026
Elizabeth Triggs, Development Services	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, 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 Lot 2, Block 6, Claydesta Plaza, Section 5, 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 an Office and Retail Development.

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 5,380 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 Thursday from 11:00 a.m. to 11:00 p.m.; and
Friday 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

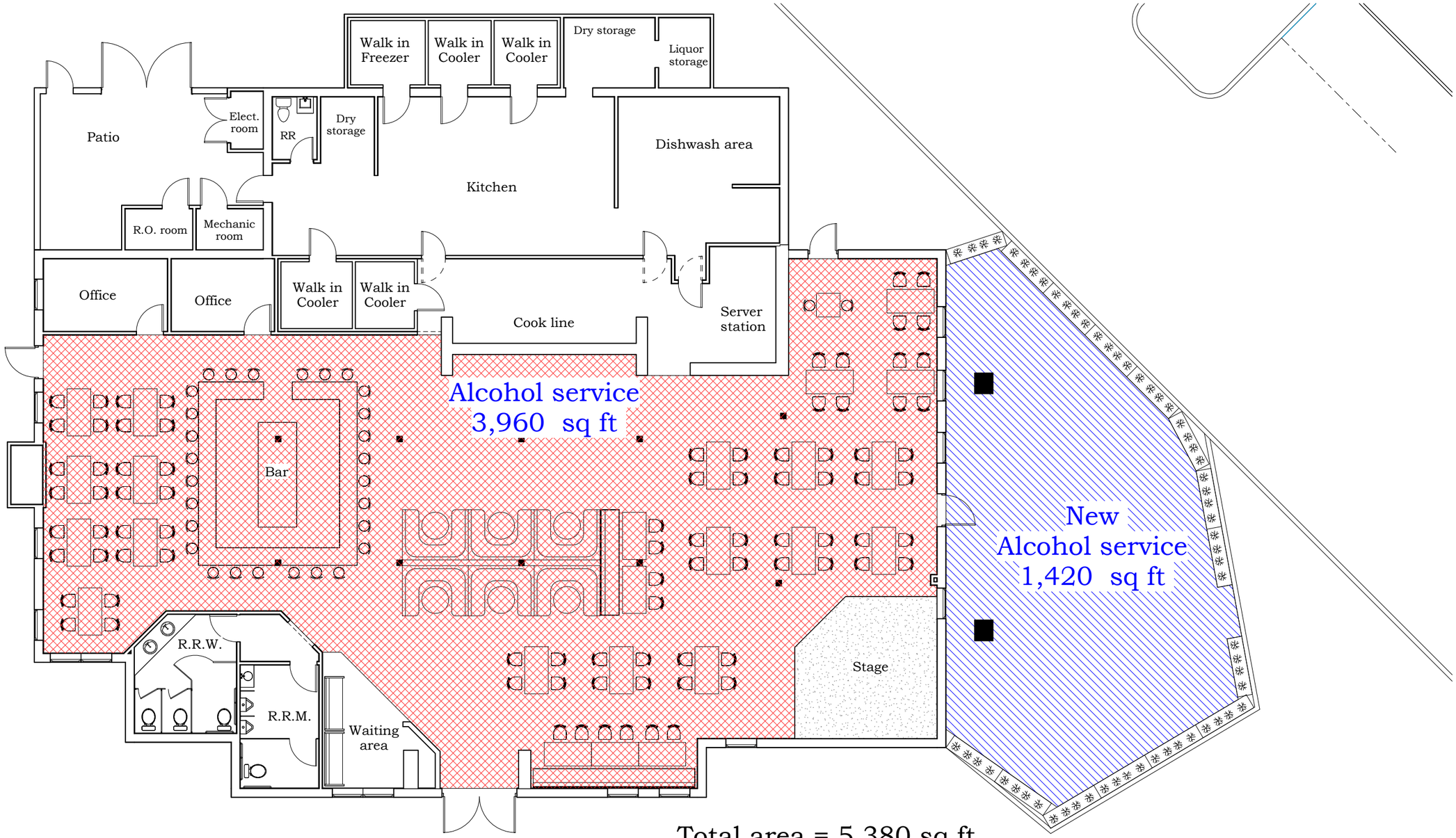
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



area alcohol
3/16" = 1'-0"

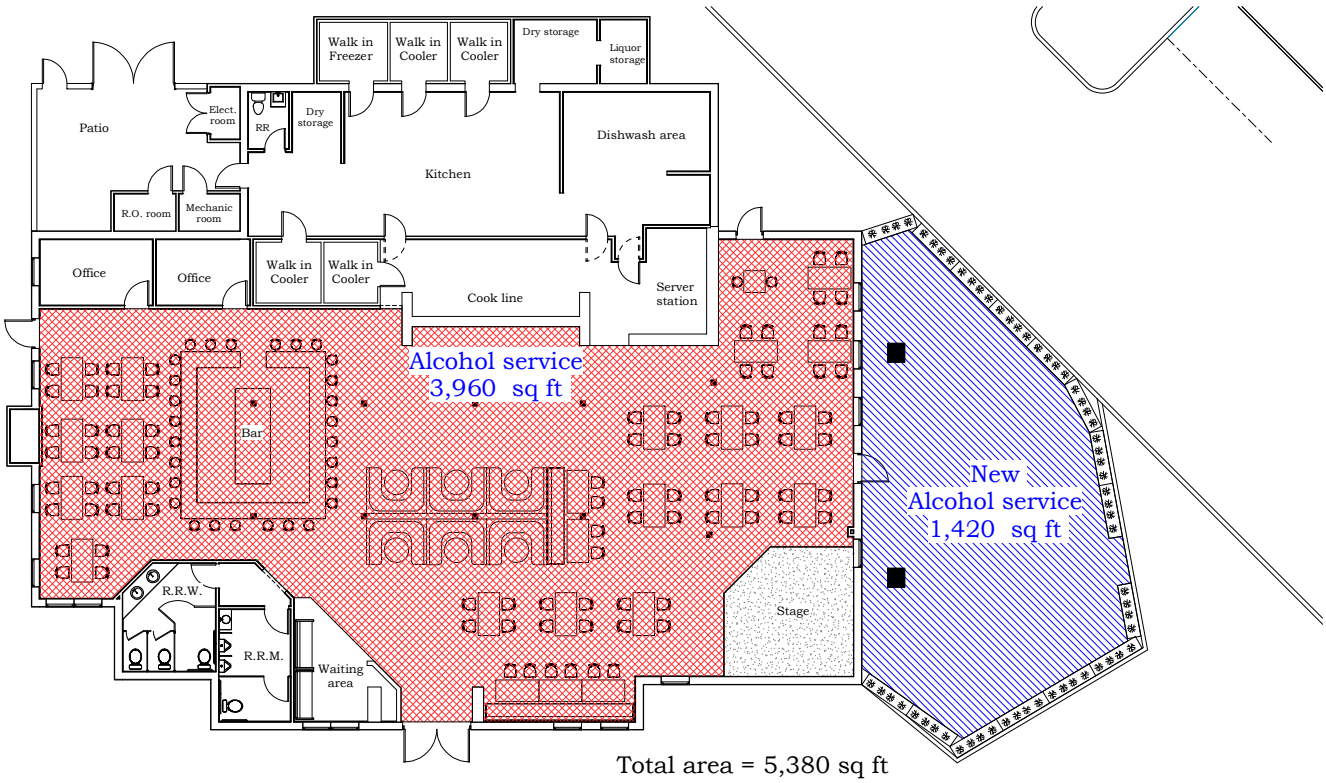
Address:
418 W Wadley Ave.
Midland, TX

Notes:

Santomar Restaurant
Jorge Ramos

Alcohol services
Date April - 07 - 26
Ar-05
Scale 3/16" = 1'-0"

4/7/2026 1:26:20 PM



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Santomar Restaurant
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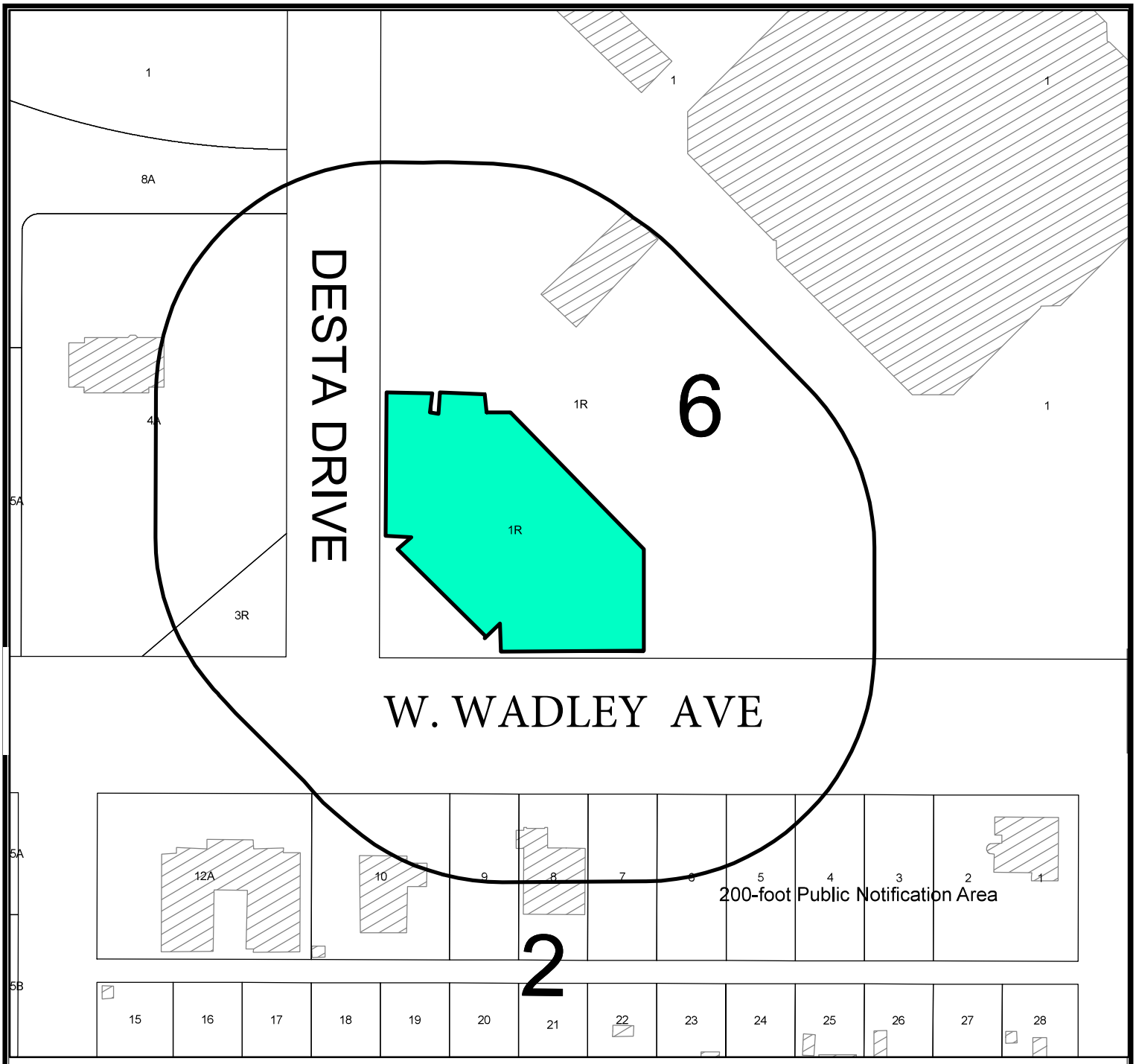


Location Map

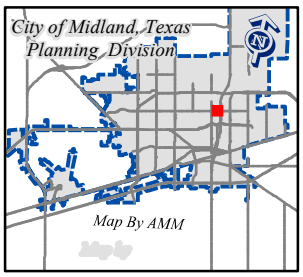
SUD-26-0231 **Scale: 1" = 800'**

Consider a request by Jorge Ramos, on behalf of Manuel Herrera, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on Lot 2, Block 6, Claydesta Plaza, Section 5, City and County of Midland, Texas.

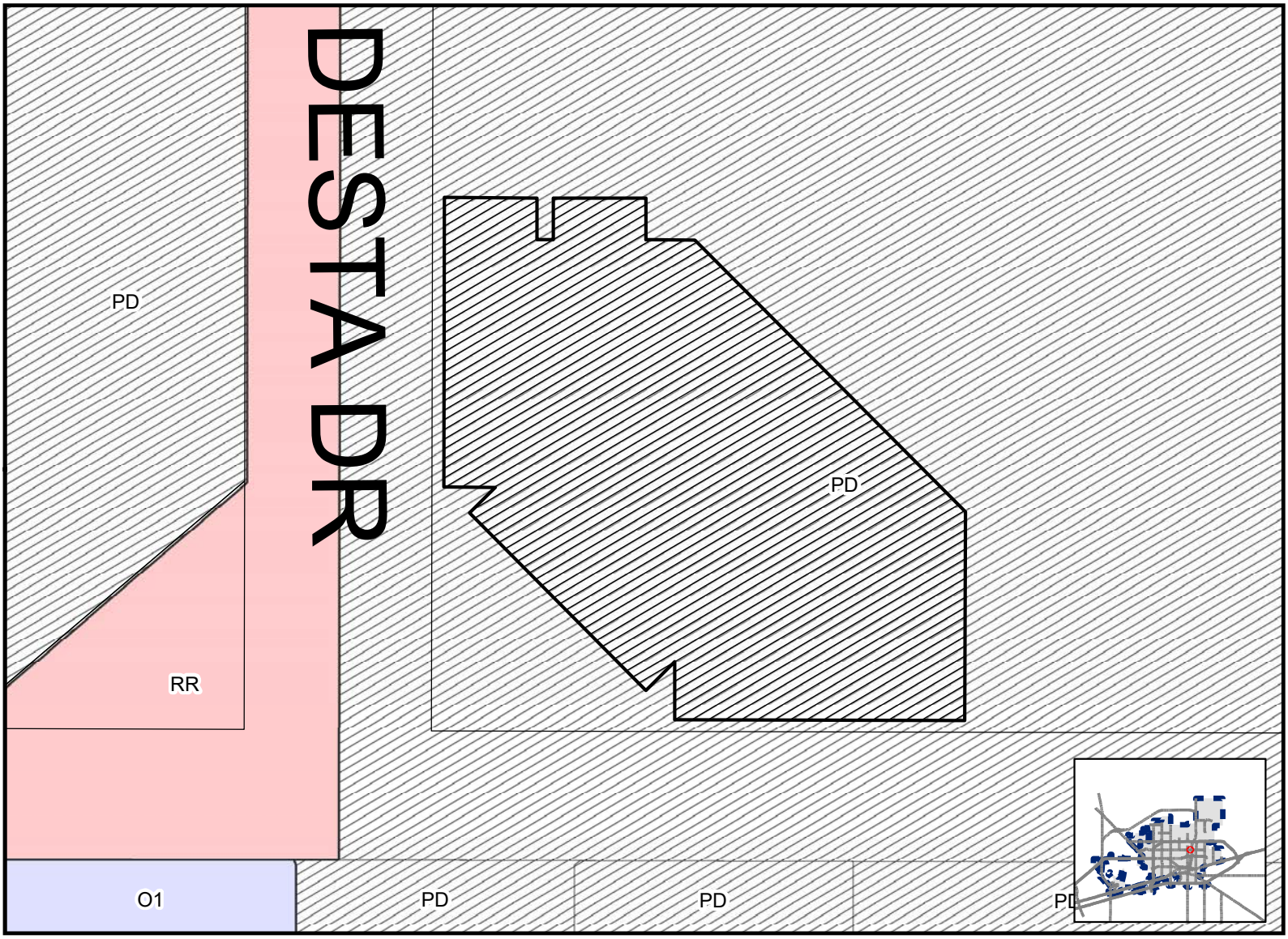
Generally located at the northeast corner of the intersection of Desta Drive and West Wadley Avenue. (Council District)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

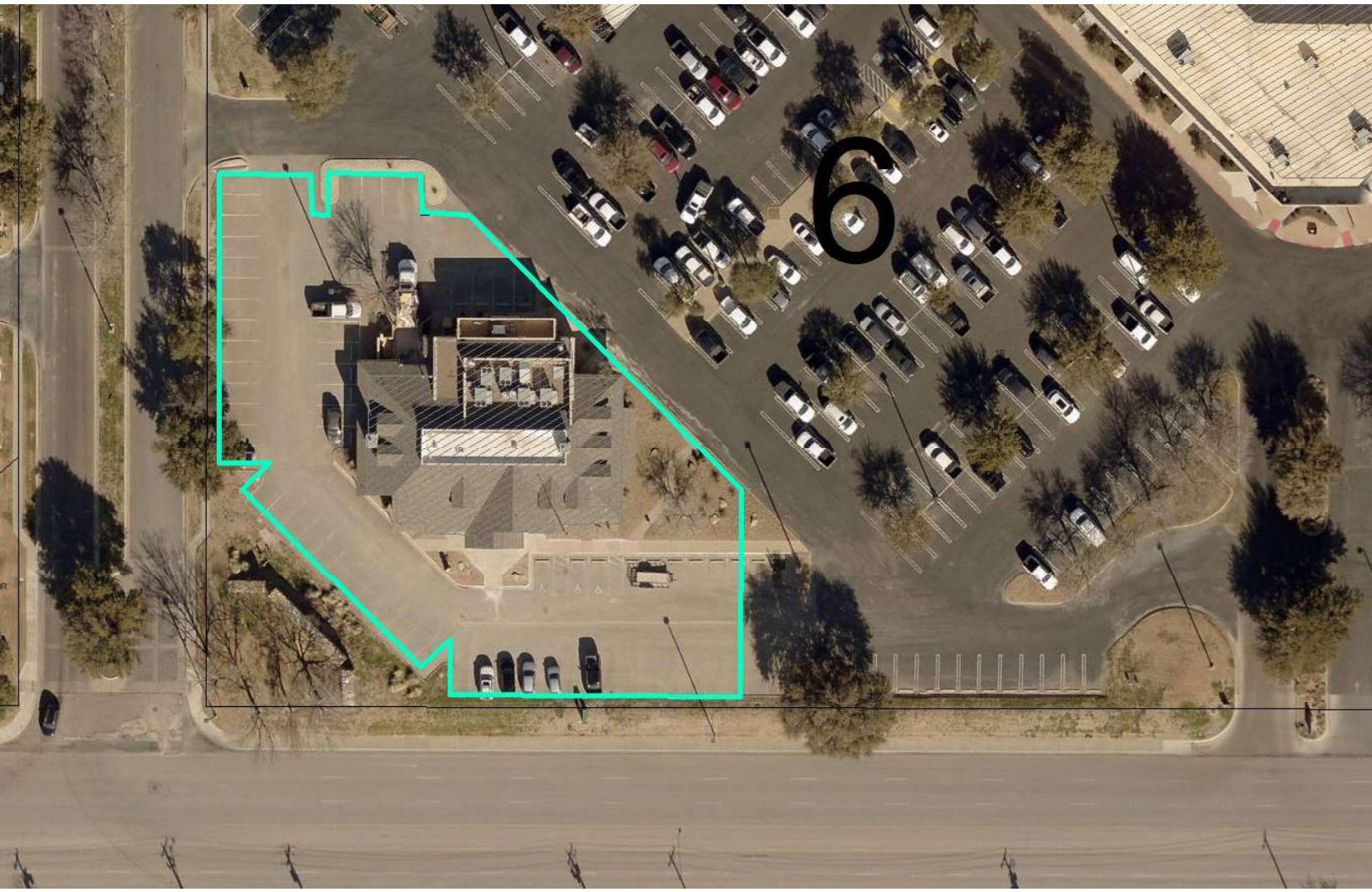


©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by AMM **SUD-26-0231** **Scale: 1" = 500'** **ZONING MAP**

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.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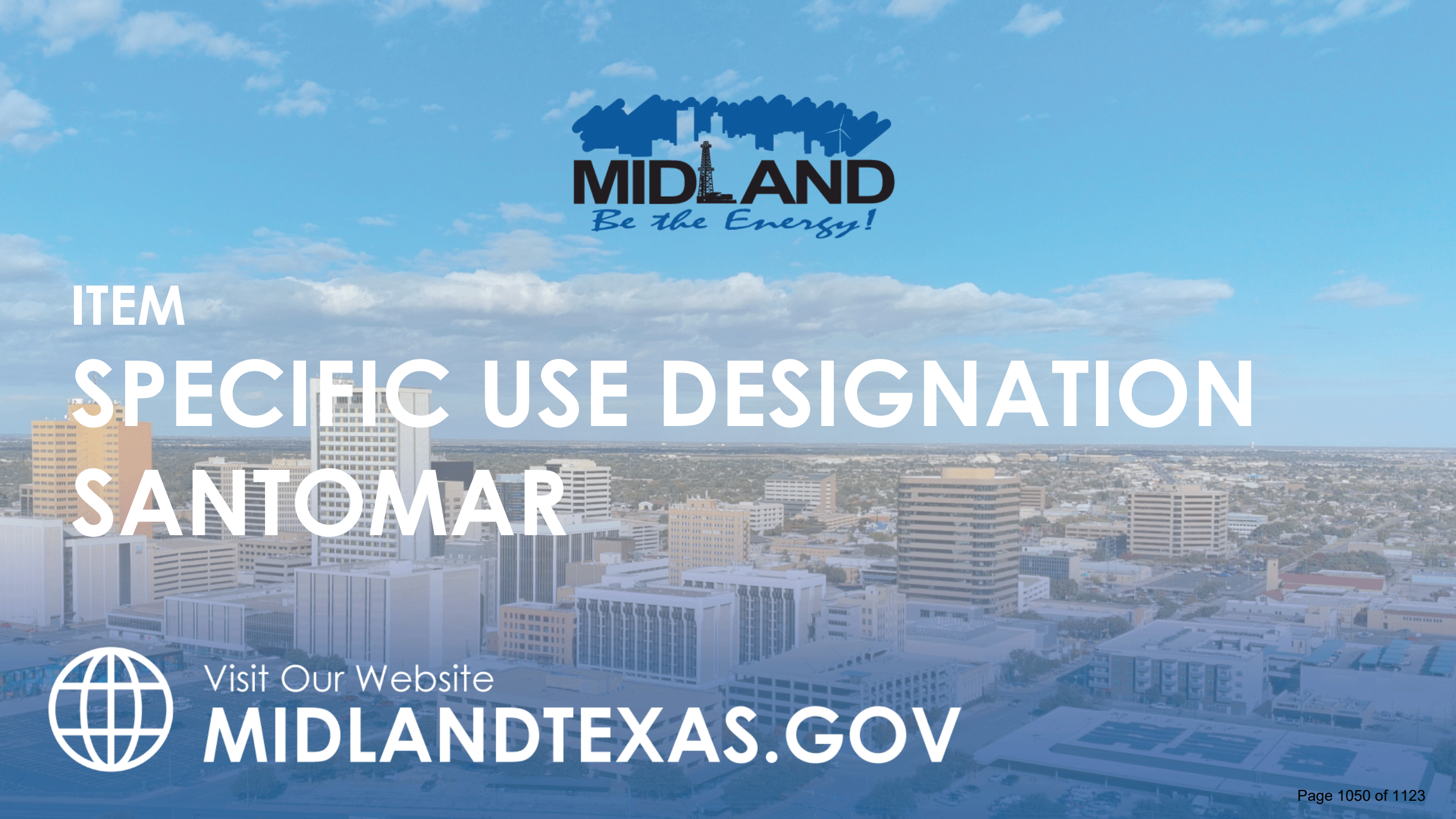
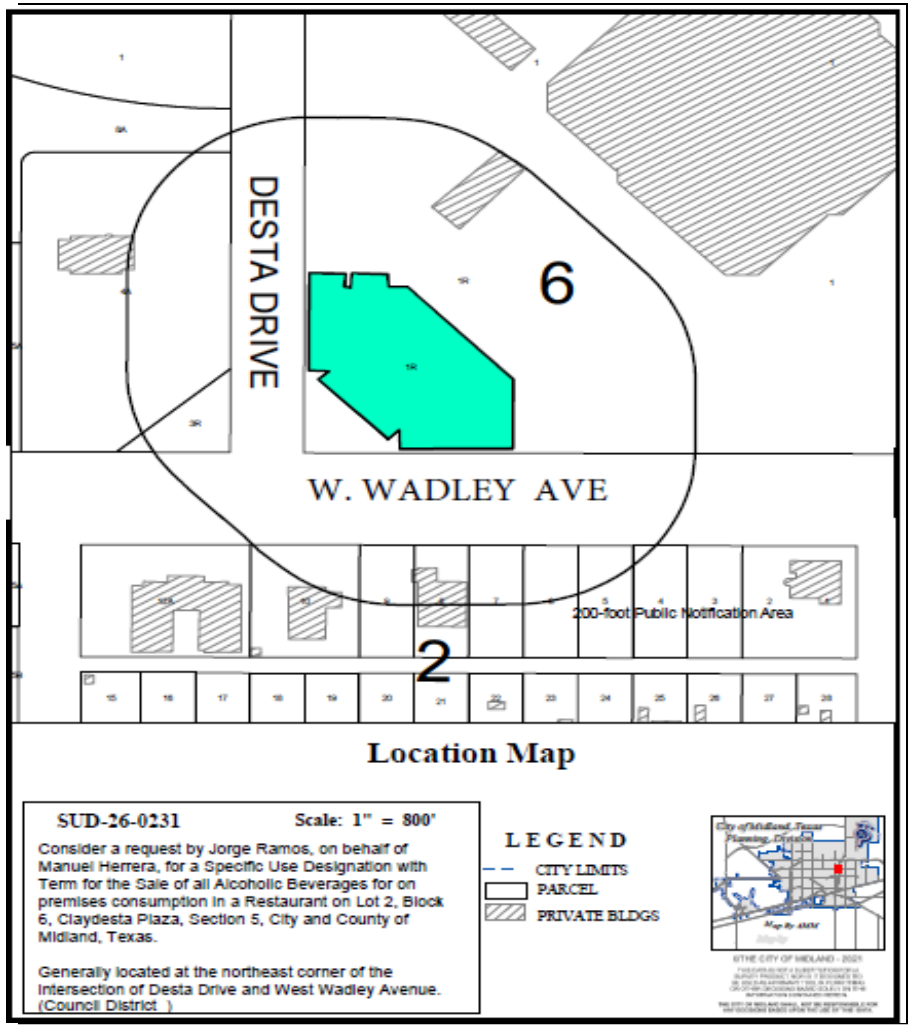

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
SANTOMAR
Visit Our Website
MIDLANDTEXAS.GOV

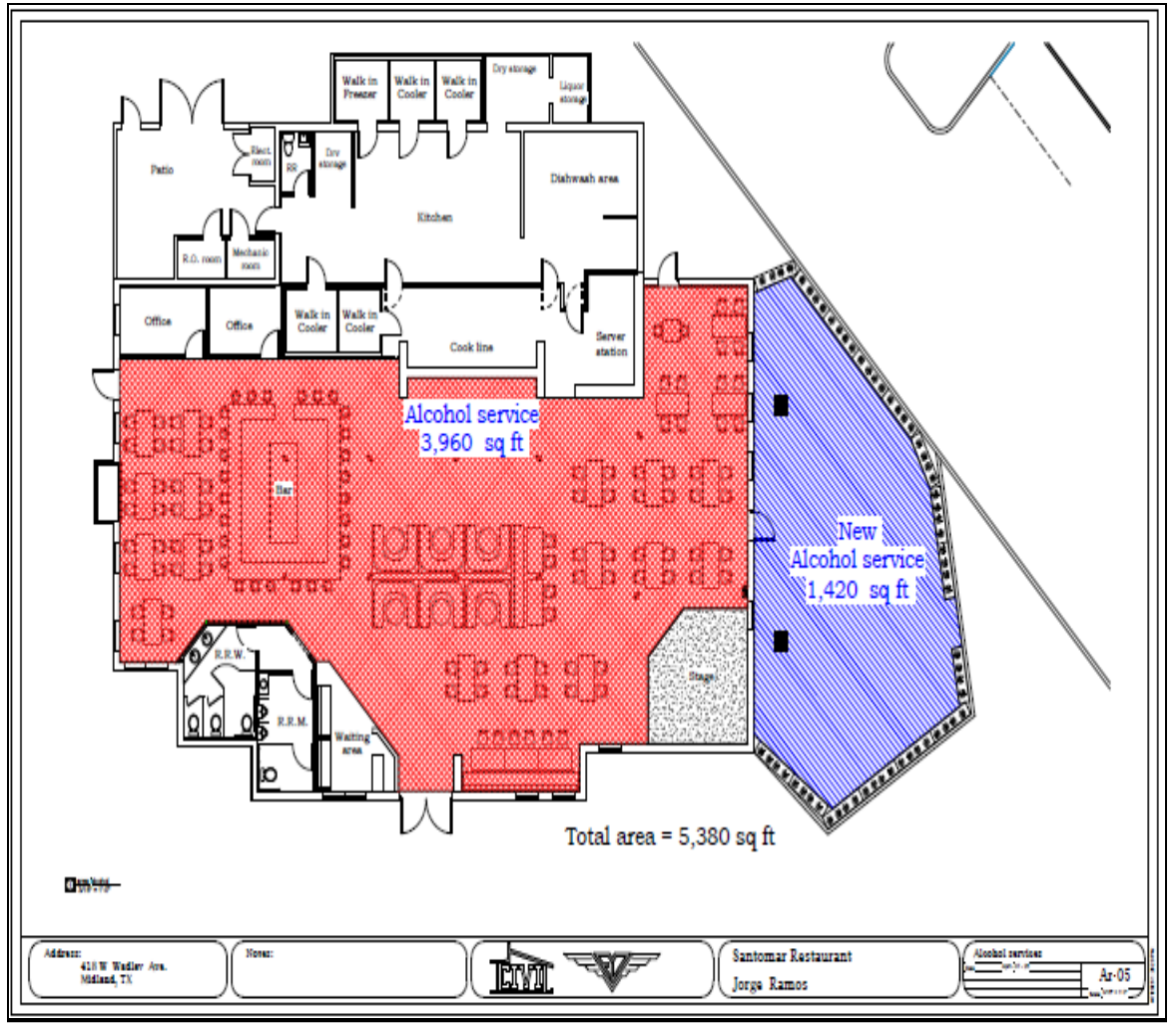
APPLICATION SUMMARY

- **Applicant:** Jorge Ramos
- **Property Owner:** Manuel Herrera and Jose Castaneda
- **Location:** 418 West Wadley (Council District 3)
- **Reason for Request:** For the sale and on-premises consumption of alcohol



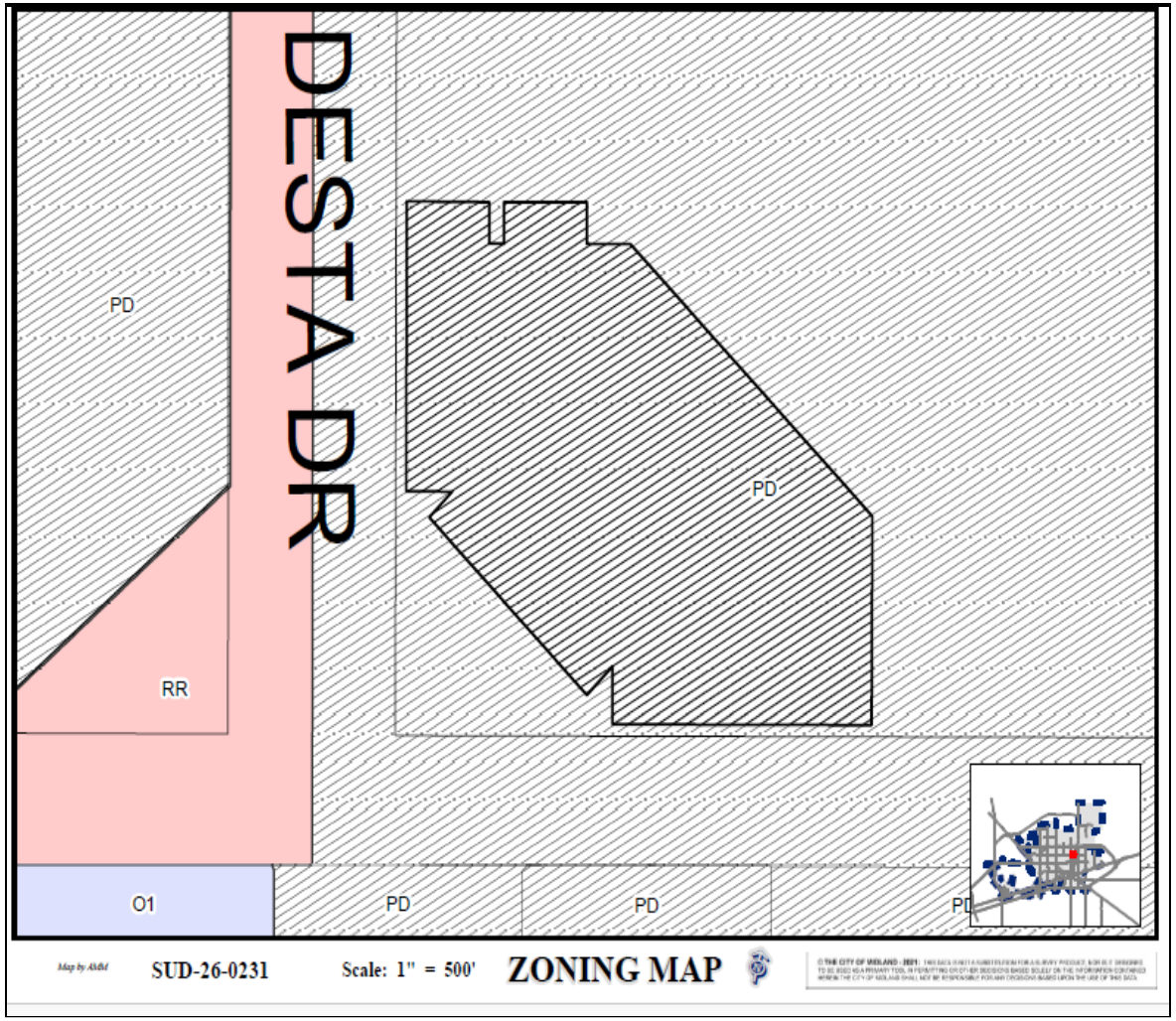
DETAILS OF REQUEST

- For an existing restaurant
- **Area of Business:** 7,633 SF
- **Serviceable Area:** 5,380 SF
- **Hours of Operation/Sales of Alcohol:**
  - Monday to Thursday 11 a.m. to 11 p.m.
  - Friday to Sunday 11 a.m. to 12 a.m.



ZONING

- **Current Zoning**: PD, Planned Development District for an Office and Retail Development
- **Surrounding Zoning:**
  - **North/East:** PD, Planned Development District for and Office and Retail Development
  - **West:** PD, Planned Development District for a Transitional District
  - **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.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North/East:** Office Use
  - **West:** Restaurant
  - **South:** Dry Cleaning Store and Spa



MIDLAND
Be the Energy!



On West Wadley Avenue, Looking West

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.
- The Planning & Zoning Commissioners recommended approval of this request May 18.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,380 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purpose.



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: Monday through Thursday from 11 a.m. to 11 p.m. and Friday through Sunday from 11 a.m. to 12 a.m. (midnight).



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

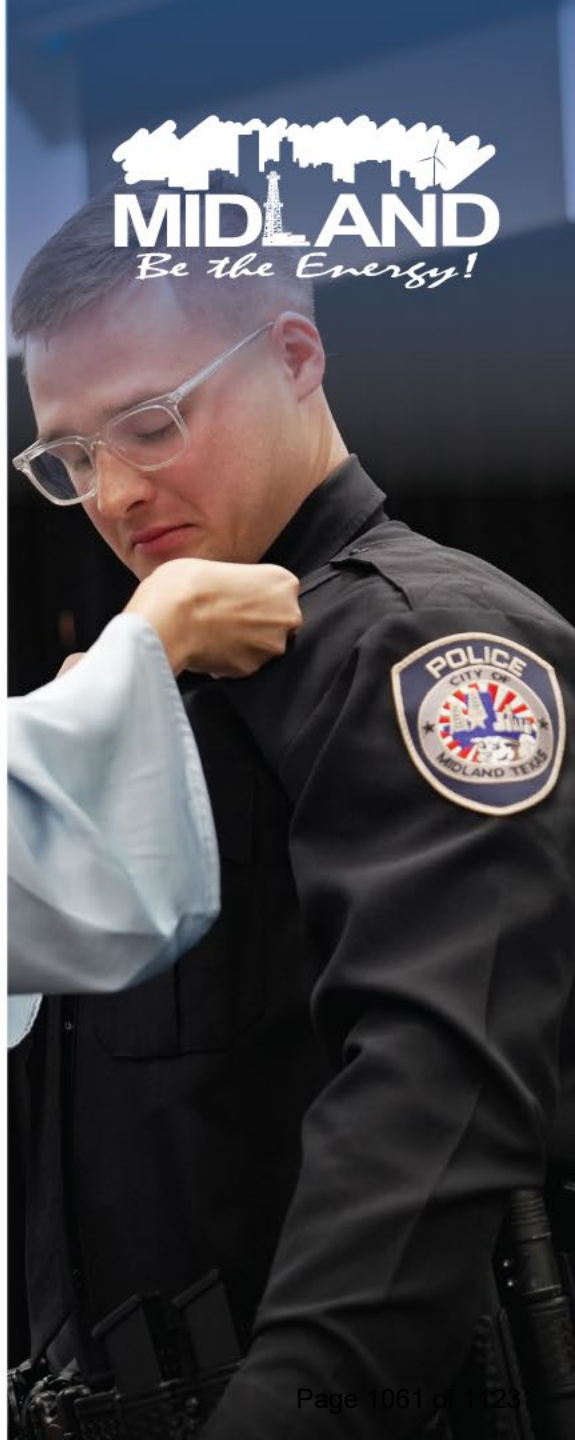
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



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: 21.
Meeting Date: June 9, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L 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:
SEER Land Surveying, on behalf of Drew & Michelle Harris, Robert & Sharon Floyd, Carroll & Barbary Grafa and Robert Davenport are requesting to amend the current site plan of the PD, Planned Development to reflect the changes to the properties.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for a Housing Development (Ordinance 7185 & 6550)

Surrounding Zoning and Land Use:

The subject properties are residential and currently zoned PD, Planned Development District for a Housing Development with an underlaying district of TH, Townhouse Dwelling District. The properties to the north are zone SF-1, Single-Family Dwelling District and the properties to

the east, west and north are zoned PD, Planned Development District for a Housing Development. The properties are currently residential and are surrounded by a residential neighborhood.

Analysis:

The properties are located at 2757, 2759, 2805, and 2809 Racquet Club Drive. The property owners are requesting an update to the site plan attached to the existing Planned Development (PD). The ordinances associated with the PD are 6550 and 7185.

The updated site plan shows the proposed demolition of the residence at 2759 Racquet Club Drive. Following demolition, that lot will be combined with 2757 Racquet Club Drive. The property is currently in the preliminary stage of a residential replat.

The residence at 2805 Racquet Club Drive has been removed, and the property is now a vacant lot, as reflected on the site plan. The property owner plans to develop the vacant lot into a single-family dwelling, which is permitted under the current zoning. The property owner will need to amend the PD again to reflect these changes once the home is built.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates this area as Urban Residential – Low (UR-L). The UR-L district emphasizes single-family detached residential neighborhoods.

The Planning and Zoning Commission approved this request on May 18, 2026.

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 PD, Planned Development District for a Housing Development to amended PD, Planned Development District for a Housing District subject to the following conditions:

A. **That the Property shall significantly conform to the site plan attached hereto as <u>Exhibit A.</u>**

B. **That the lots identified on the site plan as Lots 27A, 31A, and 32A (the "Replatted Lots") shall be developed only for single-family dwellings in accordance with the regulations applicable to the TH, Townhouse (Attached) Dwelling District except as otherwise shown on the site plan.**

C. **That the minimum lot width, minimum lot depth, and minimum lot area of the each of the Replatted Lots shall be as shown on the site plan.**

Letters of Objection:

As of June 28, staff has not received letters of objection to this request.

Attachments:
A. ORD w exh - Z-26-0482.PDHD to Amended PDHD Ord w Exh
B. Z-26-0482, Combined Files
C. CC - - Racquet Club PDHD to Amended PDHD

Beatriz Quezada, Development Services	Created/Initiated - 5/19/2026
Landon Ochoa, Development Services	Approved - 5/28/2026
Elizabeth Triggs, Development Services	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 27, 28, 31, and 32, Block 1B, Racquet Club South, Section 3, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the TH, Townhouse (Attached) Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A.

B. That the lots identified on the site plan as Lots 27A, 31A, and 32A (the "Replatted Lots") shall be developed only for single-family dwellings in accordance with the regulations applicable to the TH, Townhouse (Attached) Dwelling District except as otherwise shown on the site plan.

C. That the minimum lot width, minimum lot depth, and minimum lot area of the each of the Replatted Lots shall be as shown on the site plan.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

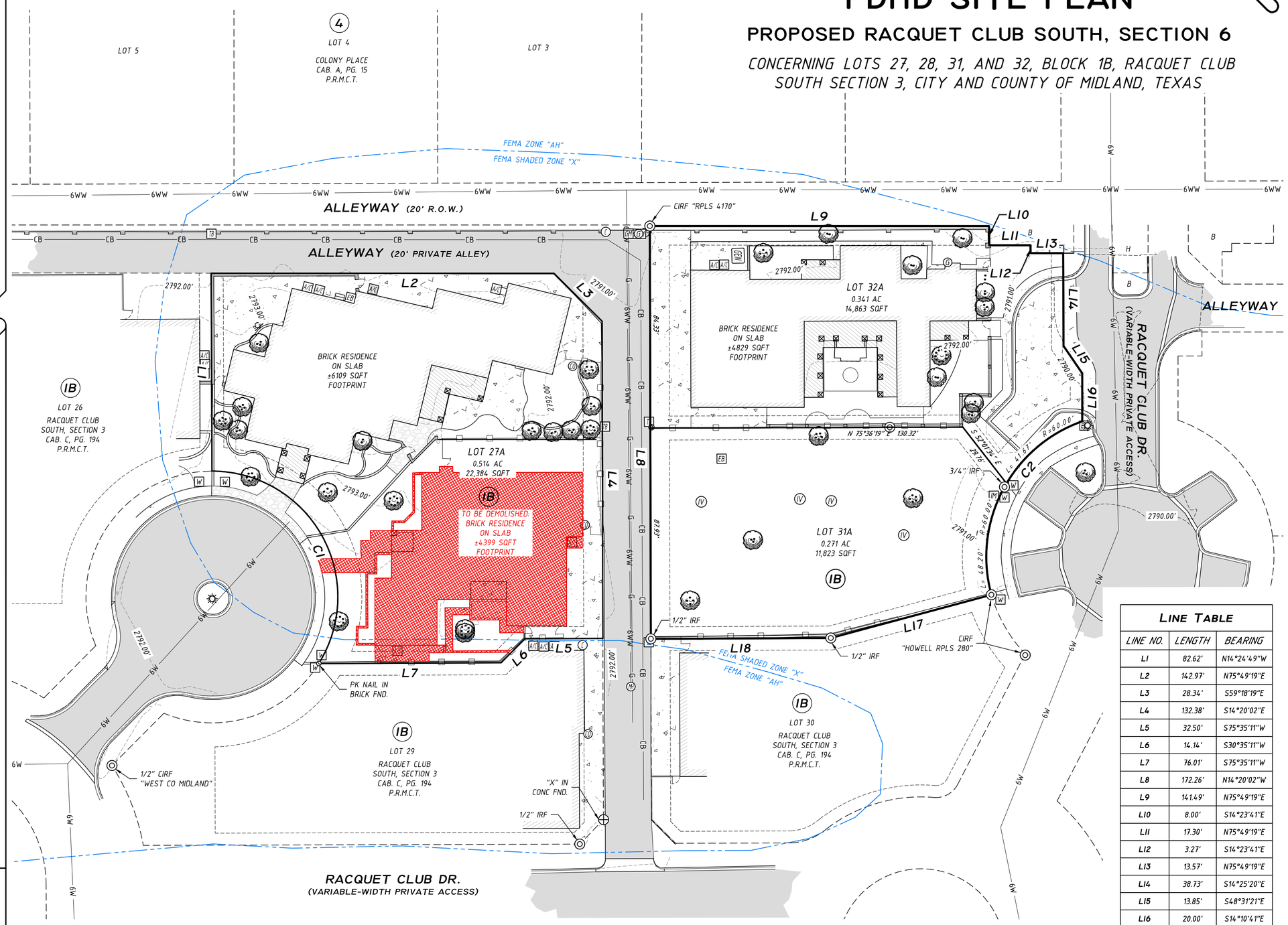
PDHD SITE PLAN

PROPOSED RACQUET CLUB SOUTH, SECTION 6

CONCERNING LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS

VICINITY MAP (NTS)





GENERAL NOTES

1. THIS PDHD SITE PLAN SEEKS TO AMEND EXISTING LOT LINES PURSUANT TO REQUIREMENTS DICTATED BY THE PLANNED DISTRICT ZONING THAT REGULATES THE SUBJECT LOTS HAVING AN UNDERLYING ZONING DISTRICT OF TH (TOWNHOMES) AND BEING FILED AS ORDINANCE NUMBER 6550, ADOPTED MAY 14, 1985.
2. NO PORTION OF THIS EXHIBIT SEEKS TO AMEND THE CONDITIONS OF THE AFORESAID ADOPTED ORDINANCE, OR THE SUBSEQUENT AMENDMENT FILED AS ORDINANCE NUMBER 7185 ADOPTED AUGUST 25, 1992.
3. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
4. THIS IS A PLANNING DOCUMENT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

DEVELOPMENT NOTES

1. SITE PLAN INVOLVES X.XX ACRES WITHIN RACQUET CLUB SOUTH, SECTION 3, A PLANNED DISTRICT, AND PROPOSES A REVISED LOT LINE BETWEEN LOTS 31 & 32 IN BLOCK 1B, AND THE COMBINATION OF LOTS 27 & 28, BLOCK 1B AS EXHIBITED HEREON. A REVISED SUBDIVISION (RE)PLAT OF THE SAME ACCOMPANIES THIS PDHD REVISION.
2. AT THE TIME OF THIS REQUEST, THE EXISTING LOT 31, BLOCK 1B IS VACANT. DEVELOPMENT OF THAT LOT WILL CONSIST OF A SINGLE FAMILY DETACHED RESIDENCE IN CONFORMANCE WITH ADJACENT USE WITHIN THE EXISTING PLANNED DISTRICT. THE EXISTING LOT 28, BLOCK 1B IS BEING PROPOSED FOR COMBINATION WITH THE EXISTING LOT 27, SAME BLOCK WITH THE EXISTING STRUCTURE THEREON SUBJECT TO DEMOLITION AND THE RESULTING AREA IMPROVED AS OUTDOOR LIVING SPACE AND EXPANDED LANDSCAPING BENEFITTING THE EXISTING LOT 27 RESIDENCE.
3. NO STREET OR ALLEY RIGHTS OF WAY REVISIONS ARE PROPOSED WITH THIS REQUEST.
4. NO LOT ACCESS REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
5. NO EASEMENT REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
6. NO UTILITY ACCESS REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
7. NO REFUSE COLLECTION REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
8. NO STORMWATER MANAGEMENT REVISIONS ARE PROPOSED WITH THIS AMENDMENT.

DIMENSIONAL NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NAD 83, U.S. SURVEY FOOT.
2. BUILDING SETBACK LINES PROPOSED AS FOLLOWS: 5' SIDE, 10' FRONT, & 8' REAR AS EXHIBITED GRAPHICALLY HEREON.
3. NO STRUCTURE SHALL EXCEED 2 STANDARD STORIES WITHIN THIS DEVELOPMENT.

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0088F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS PARTIALLY WITHIN THE SHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOOD" AND PARTIALLY WITHIN ZONE "AH" (SFHA) WITH BASE FLOOD ELEVATION DETERMINED, DESIGNATED AS "AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD."

PROPERTY OWNERS

DREW P. & MICHELLE F. HARRIS
2757 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2025-27833
O.P.R.M.C.T.

ROBERT W. FLOYD & SHARON T. FLOYD
2749 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2018-16204
O.P.R.M.C.T.

CARROLL B. GRAFA III & BARBARA GRAFA
2809 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2006-7744
O.P.R.M.C.T.

ROBERT M. DAVENPORT, JR.
2805 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2025-4617
O.P.R.M.C.T.

0' 15' 30' 60' 90'

SCALE = 1" : 30'

LEGEND

- FOUND MONUMENT AS NOTED
- PK NAIL FOUND
- "X" CUT IN CONCRETE
- A/C PAD
- CABLE PEDISTAL
- CLEAN OUT
- COLUMN (MASONRY)
- ELECTRIC BOX
- ELECTRIC METER
- GAS METER
- GAS RISER
- IRRIGATION METER
- IRRIGATION VALVE
- UTILITY LID (UNDETERMINED)
- LIGHT POLE
- MANHOLE
- STUB OUT
- TELECOM BOX
- TELEPHONE PEDESTAL
- WATER METER
- WATER VALVE
- BOUNDARY LINE
- ADJOINER PROPERTY LINES
- BUILDING SETBACK LINE
- WOOD FENCE ON CONC. FOOTER
- EXISTING GAS LINE
- 6" WASTEWATER
- 8" WASTEWATER
- BURIED CABLE LINE
- 6" WATER MAIN
- EXISTING WALL
- EXISTING TREE
- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- P.R.M.C.T. PLAT RECORDS, MIDLAND CO., TX
- D.R.M.C.T. DEED RECORDS, MIDLAND CO., TX
- CONCRETE
- PAVEMENT
- RIPRAP
- BUILDING
- FLOOD PLAIN

LINE TABLE

LINE NO.	LENGTH	BEARING
L1	82.62'	N14°24'49"W
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L5	32.50'	S75°35'11"W
L6	14.14'	S30°35'11"W
L7	76.01'	S75°35'11"W
L8	172.26'	N14°20'02"W
L9	141.49'	N75°49'19"E
L10	8.00'	S14°23'41"E
L11	17.30'	N75°49'19"E
L12	3.27'	S14°23'41"E
L13	13.57'	N75°49'19"E
L14	38.73'	S14°25'20"E
L15	13.85'	S48°31'21"E
L16	20.00'	S14°10'41"E
L17	69.36'	S60°43'26"W
L18	75.06'	S75°32'29"W

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	111.74'	111.74'	121°56'38"	N43°14'45"W	91.81'
C2	89.88'	89.88'	085°49'31"	S13°26'55"W	81.71'

SEER LAND SURVEYING
TX FIRM #10194914
www.seer-grp.com
PO BOX 50193
MIDLAND, TX 79710
info@seer-grp.com
432.226.7337

PROJ: 2025_120

PDHD SITE PLAN

PROPOSED RACQUET CLUB SOUTH, SECTION 6

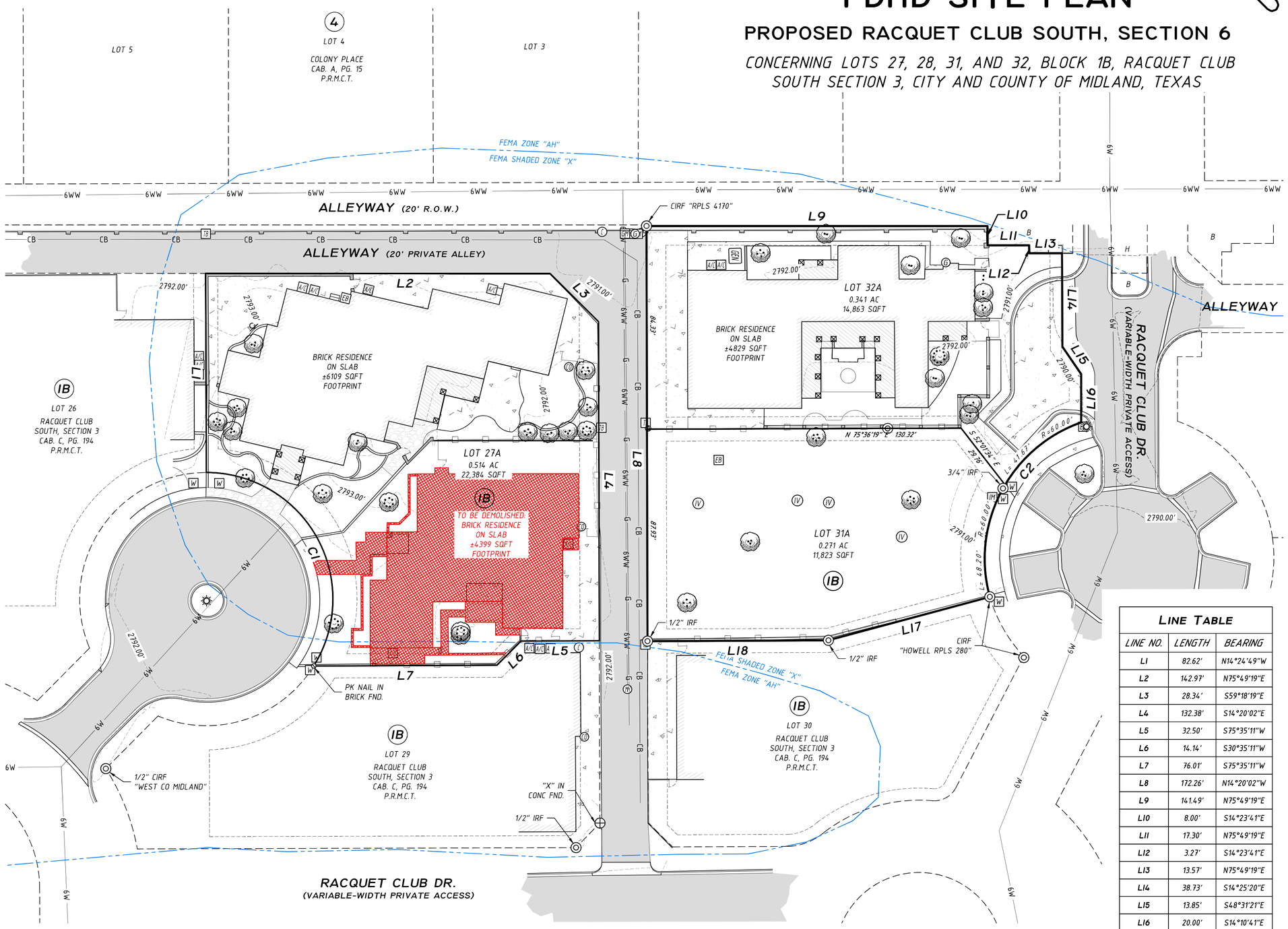
PDHD SITE PLAN

PROPOSED RACQUET CLUB SOUTH, SECTION 6

CONCERNING LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS

VICINITY MAP (NTS)





GENERAL NOTES

1. THIS PDHD SITE PLAN SEEKS TO AMEND EXISTING LOT LINES PURSUANT TO REQUIREMENTS DICTATED BY THE PLANNED DISTRICT ZONING THAT REGULATES THE SUBJECT LOTS HAVING AN UNDERLYING ZONING DISTRICT OF TH (TOWNHOMES) AND BEING FILED AS ORDINANCE NUMBER 6550, ADOPTED MAY 14, 1985.
2. NO PORTION OF THIS EXHIBIT SEEKS TO AMEND THE CONDITIONS OF THE AFORESAID ADOPTED ORDINANCE, OR THE SUBSEQUENT AMENDMENT FILED AS ORDINANCE NUMBER 7185 ADOPTED AUGUST 25, 1992.
3. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
4. THIS IS A PLANNING DOCUMENT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

DEVELOPMENT NOTES

1. SITE PLAN INVOLVES X.XX ACRES WITHIN RACQUET CLUB SOUTH, SECTION 3, A PLANNED DISTRICT, AND PROPOSES A REVISED LOT LINE BETWEEN LOTS 31 & 32 IN BLOCK 1B, AND THE COMBINATION OF LOTS 27 & 28, BLOCK 1B AS EXHIBITED HEREON. A REVISED SUBDIVISION (RE)PLAT OF THE SAME ACCOMPANIES THIS PDHD REVISION.
2. AT THE TIME OF THIS REQUEST, THE EXISTING LOT 31, BLOCK 1B IS VACANT. DEVELOPMENT OF THAT LOT WILL CONSIST OF A SINGLE FAMILY DETACHED RESIDENCE IN CONFORMANCE WITH ADJACENT USE WITHIN THE EXISTING PLANNED DISTRICT. THE EXISTING LOT 28, BLOCK 1B IS BEING PROPOSED FOR COMBINATION WITH THE EXISTING LOT 27, SAME BLOCK WITH THE EXISTING STRUCTURE THEREON SUBJECT TO DEMOLITION AND THE RESULTING AREA IMPROVED AS OUTDOOR LIVING SPACE AND EXPANDED LANDSCAPING BENEFITTING THE EXISTING LOT 27 RESIDENCE.
3. NO STREET OR ALLEY RIGHTS OF WAY REVISIONS ARE PROPOSED WITH THIS REQUEST.
4. NO LOT ACCESS REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
5. NO EASEMENT REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
6. NO UTILITY ACCESS REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
7. NO REFUSE COLLECTION REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
8. NO STORMWATER MANAGEMENT REVISIONS ARE PROPOSED WITH THIS AMENDMENT.

DIMENSIONAL NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NAD 83, U.S. SURVEY FOOT.
2. BUILDING SETBACK LINES PROPOSED AS FOLLOWS: 5' SIDE, 10' FRONT, & 8' REAR AS EXHIBITED GRAPHICALLY HEREON.
3. NO STRUCTURE SHALL EXCEED 2 STANDARD STORIES WITHIN THIS DEVELOPMENT.

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0088F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS PARTIALLY WITHIN THE SHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOOD" AND PARTIALLY WITHIN ZONE "AH" (SFHA) WITH BASE FLOOD ELEVATION DETERMINED, DESIGNATED AS "AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD."

PROPERTY OWNERS

DREW P. & MICHELLE F. HARRIS
2757 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2025-27833
O.P.R.M.C.T.

ROBERT W. FLOYD & SHARON T. FLOYD
2749 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2018-16204
O.P.R.M.C.T.

CARROLL B. GRAFA III & BARBARA GRAFA
2809 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2006-7744
O.P.R.M.C.T.

ROBERT M. DAVENPORT, JR.
2805 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2025-4617
O.P.R.M.C.T.

0' 15' 30' 60' 90'

SCALE = 1" : 30'

LEGEND

- FOUND MONUMENT AS NOTED
- PK NAIL FOUND
- "X" CUT IN CONCRETE
- A/C PAD
- CABLE PEDISTAL
- CLEAN OUT
- COLUMN (MASONRY)
- ELECTRIC BOX
- ELECTRIC METER
- GAS METER
- GAS RISER
- IRRIGATION METER
- IRRIGATION VALVE
- UTILITY LID (UNDETERMINED)
- LIGHT POLE
- MANHOLE
- STUB OUT
- TELECOM BOX
- TELEPHONE PEDESTAL
- WATER METER
- WATER VALVE
- BOUNDARY LINE
- ADJOINER PROPERTY LINES
- BUILDING SETBACK LINE
- WOOD FENCE ON CONC. FOOTER
- EXISTING GAS LINE
- 6" WASTEWATER
- 8" WASTEWATER
- BURIED CABLE LINE
- 6" WATER MAIN
- EXISTING WALL
- EXISTING TREE
- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- P.R.M.C.T. PLAT RECORDS, MIDLAND CO., TX
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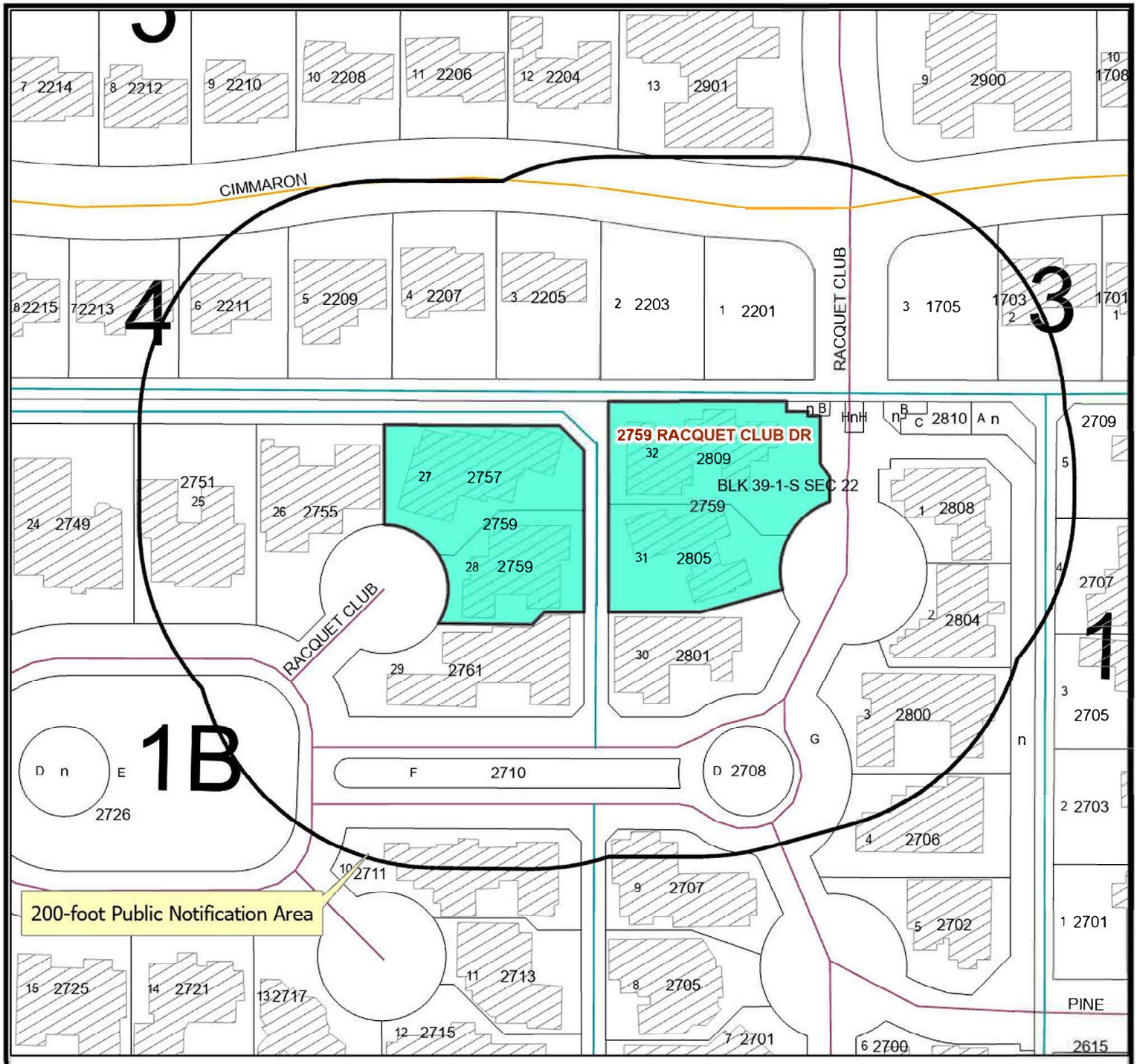
PDHD SITE PLAN

PROPOSED RACQUET CLUB SOUTH, SECTION 6



Location Map

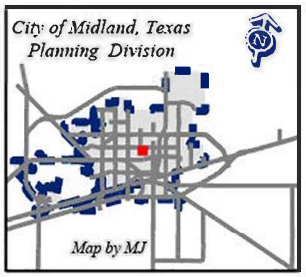
Z-26-0482 **Scale: 1" = 117'**

Consider a request by SEER Land Surveying, on behalf of Drew & Michelle Harris, Robert & Sharon Floyd, Carroll & Barbara Grafa and Robert Davenport, for a Zone Change from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing District on Lots 27, 28, 31, and 32, Block 1B, Racquet Club South, Section 3, City and County of Midland, Texas.

Generally located on the north side of Racquet Club Drive, approximately 350 feet west of North L Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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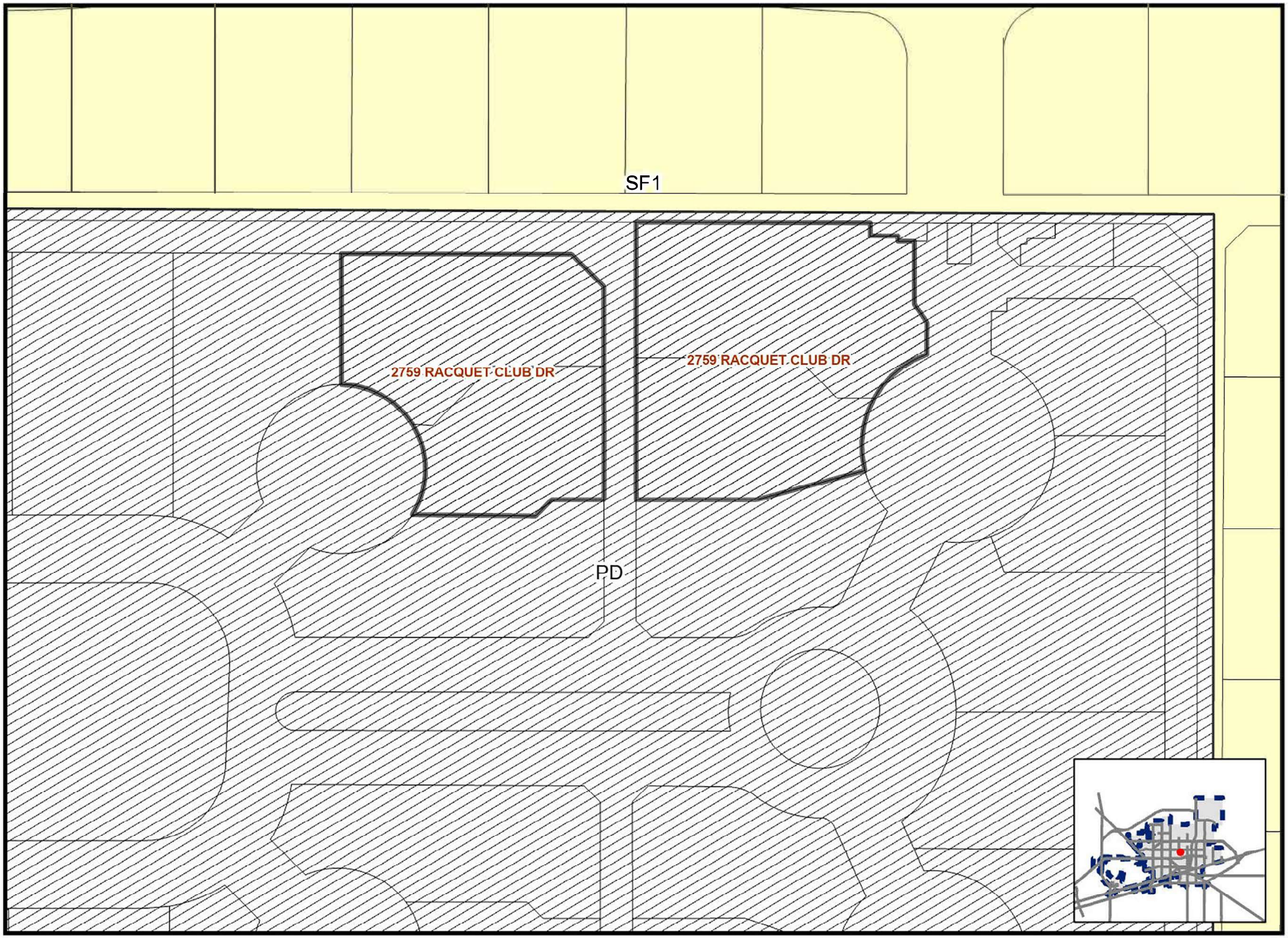
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES BASED UPON THE USE OF THIS DATA.



Created: 4/16/2026

Z-26-0482

Scale: 1" = 75'

ZONING MAP

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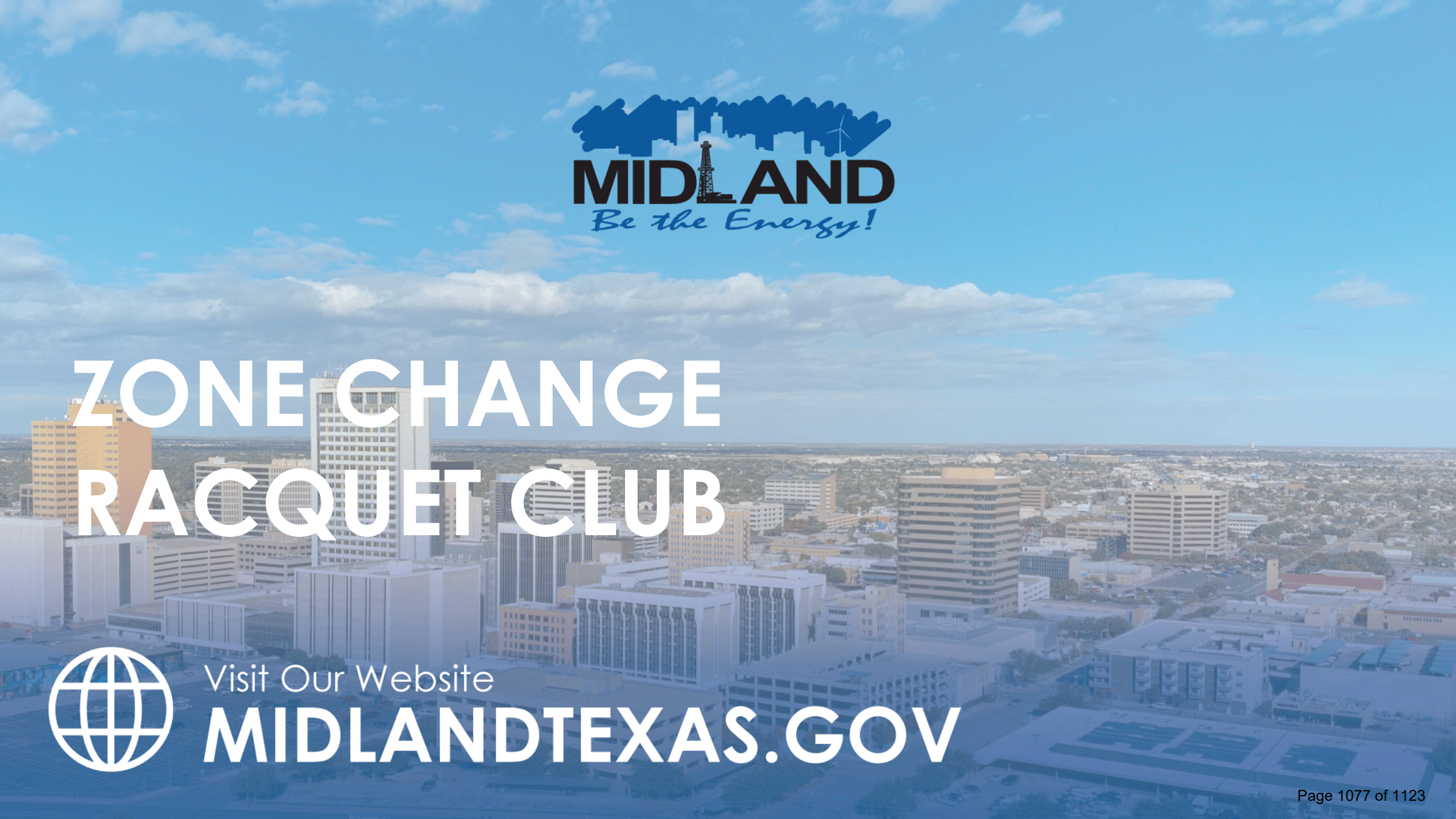
RACQUET CLUB
QUET CLUB
3
27
28
29
30
31
32

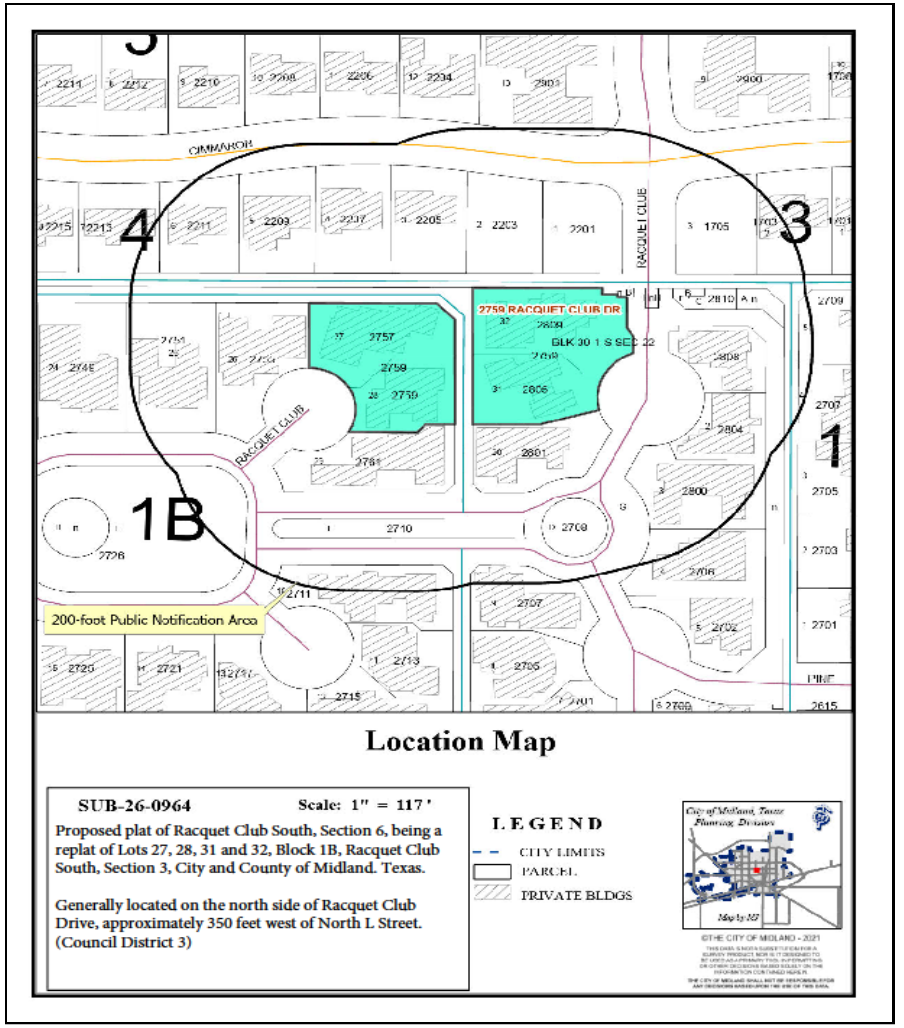





MIDLAND
Be the Energy!
ZONE CHANGE
RACQUET CLUB
Visit Our Website
MIDLANDTEXAS.GOV

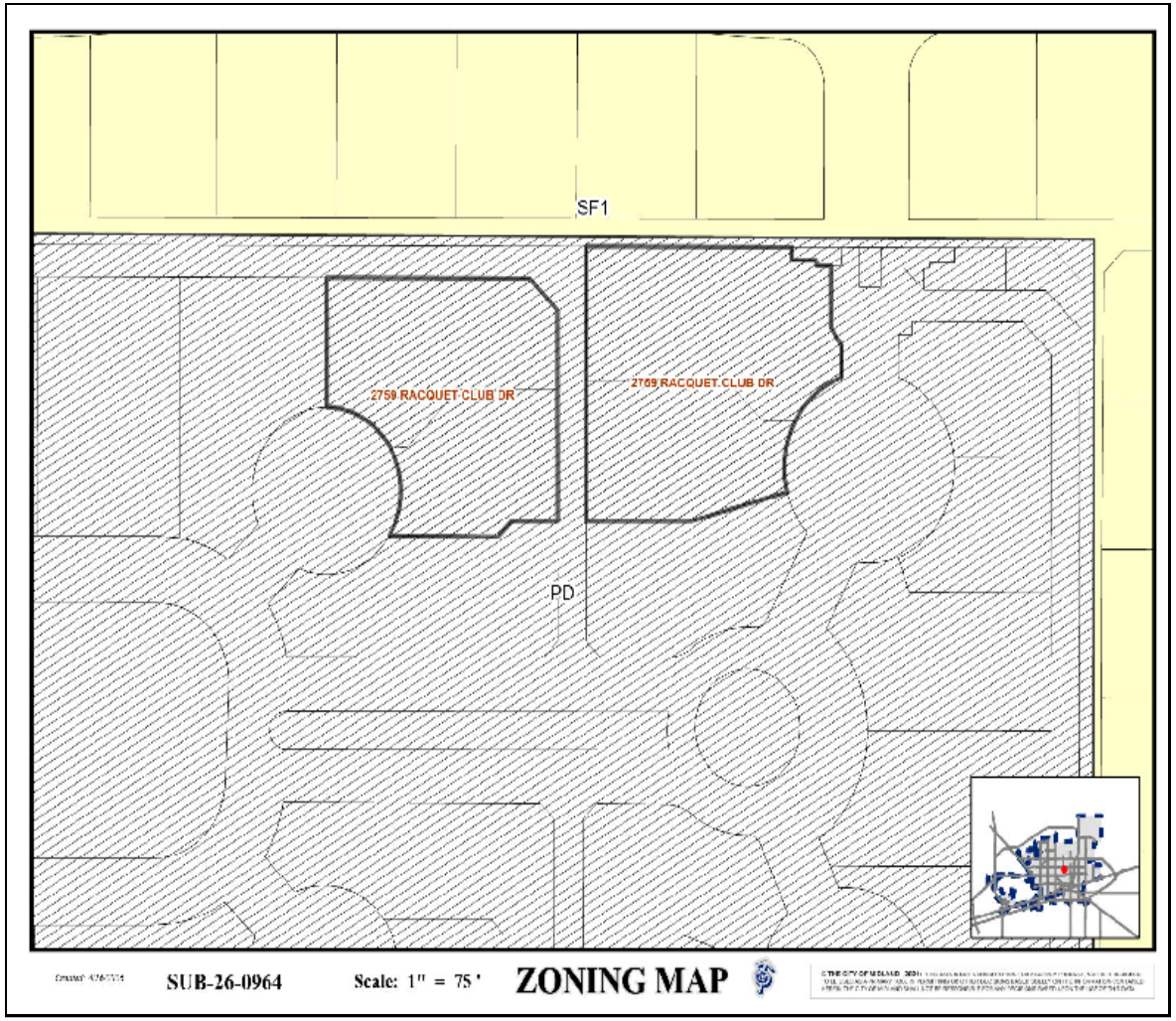
APPLICATION SUMMARY

- **Property Owner:** Robert Davenport, Robert & Sharon Floyd, Carroll & Barbara Grafa, and Drew & Michelle Harris
- **Representative:** Paladin Huckaba, with SEER Land Surveying
- **Location:** 2757, 2759, 2805, 2809 Racquet Club Drive (Council District 3)
- **Reason for Request:** To amended the current site plan of the PD, Planned Development to reflect the changes to the properties.



ZONING

- **Current Zoning:** PD, Planned Development District for a Housing Development
- **Surrounding Zoning:**
  - **North:** SF-1, Single-Family Dwelling District
  - **South/East/West:** PD, Planned Development District for a Housing Development
- **Proposed Zoning**: an amended PD, Planned Development District for a Housing Development



3

MIDLAND
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LAND USE

- **Current Use:** Single-Family Dwellings
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Dwellings







On Racquet Club Drive

5

MIDLAND
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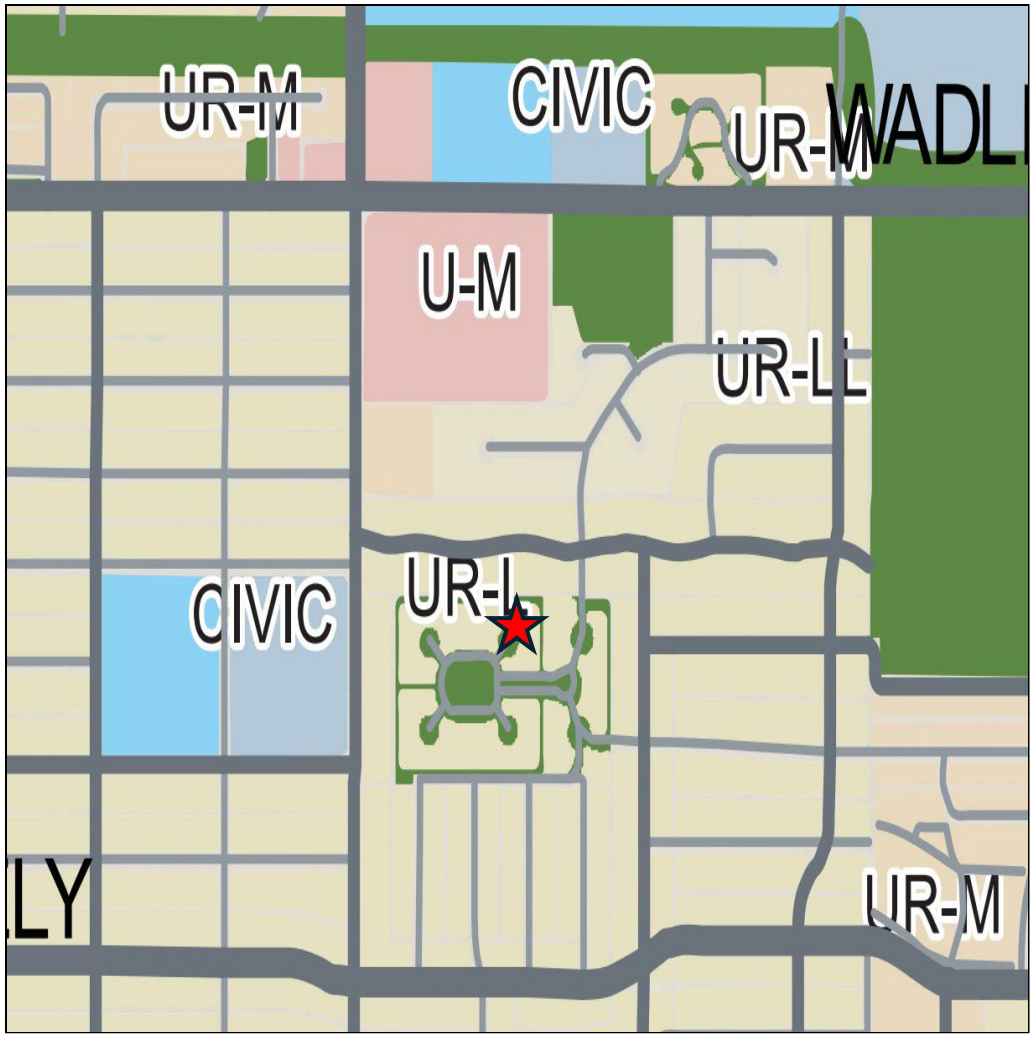
COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Low, (UR-L)
- **Supported Uses:** Restrictive land use, emphasizing single-family detached development.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
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RELATED ITEMS

- A preliminary plat was approved by the Planning and Zoning Commission on May 4, 2026.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved this request on May 18, 2026.
- Staff recommends approval of this request with the following conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A.



STAFF'S RECOMMENDATION

B. That the lots identified on the site plan as Lots 27A, 31A, and 32A (the "Replatted Lots") shall be developed only for single-family dwellings in accordance with the regulations applicable to the TH, Townhouse (Attached) Dwelling District except as otherwise shown on the site plan.

C. That the minimum lot width, minimum lot depth, and minimum lot area of the each of the Replatted Lots shall be as shown on the site plan.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 22.
Meeting Date: June 9, 2026
To: City Council
From: Elizabeth Triggs, Chief Planning & Development Officer
Subject: AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 15, "MINIMUM MAINTENANCE STANDARDS", SO AS TO ADOPT PROPERTY MAINTENANCE STANDARDS THAT SHALL APPLY TO ALL BUILDINGS AND PREMISES IN THE CITY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

Purpose:
The proposed ordinance establishes a comprehensive property maintenance code by creating minimum maintenance standards for existing buildings and properties citywide. The ordinance is intended to protect neighborhood quality, improve public safety, support property values, and provide clearer, more efficient tools to address deteriorating properties before conditions worsen into larger public safety or substandard building issues.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
Currently, the City does not have a standalone property maintenance code establishing clear minimum standards for the ongoing upkeep of existing structures and properties. As a result, the City often relies on multiple code provisions and reactive enforcement processes to address property maintenance concerns, which can be inefficient and inconsistent when responding to deteriorating conditions.

The proposed ordinance establishes uniform minimum maintenance standards related to building safety, exterior upkeep, sanitation, fire safety, vacant structures, utilities, accessibility,

and general property conditions. The ordinance provides clearer expectations for property owners while allowing the City to address unsafe or deteriorating conditions earlier and more consistently.

The ordinance is intended to benefit residents, businesses, and property owners by:

- Improving neighborhood appearance and quality of life;
- Protecting surrounding property values;
- Reducing blight and unsafe conditions;
- Encouraging reinvestment and redevelopment;
- Improving health and life safety conditions; and
- Addressing maintenance issues before they become severe substandard building cases requiring demolition or significant and costly intervention.

The ordinance also supports the City's Strategic Plan, particularly:

- Goal 2: Safe & Secure City by improving life safety and reducing hazardous conditions;
- Goal 1: Strong Economy with More Quality Jobs by supporting reinvestment and protecting commercial and residential areas; and
- Goal 6: High-Performing Government by creating a clearer and more efficient enforcement framework for property maintenance concerns.

Overall, the ordinance modernizes the City's ability to proactively address deteriorating properties, strengthens neighborhood stability, and helps ensure Midland remains a safe, attractive, and well-maintained community.

Attachments:

A. Ord - Add 4-15 - Minimum Maintenance Standards (FINAL) Ord

Sean Bailey, Development Services	Created/Initiated - 5/28/2026
Landon Ochoa, Development Services	Approved - 5/28/2026
Elizabeth Triggs, Development Services	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 15, "MINIMUM MAINTENANCE STANDARDS", SO AS TO ADOPT PROPERTY MAINTENANCE STANDARDS THAT SHALL APPLY TO ALL BUILDINGS AND PREMISES IN THE CITY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to amend Title IV, "Building Regulations" of the City Code of the City of Midland, Texas, by adding Chapter 15, "Minimum Maintenance Standards", so as to adopt property maintenance standards that shall apply to all buildings and premises in the City; and

WHEREAS, the Council finds that all legal requirements and conditions precedent to the adoption of this ordinance have been satisfied;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title IV, "Building Regulations" of the City Code of the City of Midland, Texas, is hereby amended to add Chapter 15, "Minimum Maintenance Standards", which shall read in its entirety as follows:

4-15-1. Purpose; application; administration.

(A) *Purpose.* The purpose of this Chapter is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises.

(B) *Application.* The provisions of this Chapter shall apply to all existing structures and all existing premises and constitute minimum requirements and standards for such premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance, the responsibility of owners, an owner's authorized agent, operators and occupants, and the occupancy of existing structures and premises.

(C) *Administration.* The City Manager is authorized to administer and enforce this Chapter.

4-15-2. Definitions.

As used in this Chapter:

(A) *Anchored* means secured in a manner that provides positive connection.

(B) *Basement* means that portion of a building that is partly or completely below grade.

(C) *Bathroom* means a room containing plumbing fixtures including a bathtub or shower.

(D) *Bedroom* means any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

(E) *City Manager* means the City Manager of the City of Midland or the City Manager's designee.

(F) *Deterioration* means weakening, disintegration, corrosion, rust or decay, or loss of effectiveness.

(G) *Dwelling unit* means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

(H) *Easement* means that portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lot or lots.

(I) *Emergency escape and rescue opening* means an operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

(J) *Essential utility* means a utility that is essential for public health and safety and includes water, sewer, electricity, and natural gas.

(K) *Exterior property* means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

(L) *Garbage* means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

(M) *Guard* means a building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

(N) *Habitable space* means a space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

(O) *Housekeeping unit* means a room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and

eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

(P) *Infestation* means the presence, within or contiguous to, a structure or premises of insects, rodents, vermin or other pests.

(Q) *Let for occupancy* or *Let* means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

(R) *Occupancy* means the purpose for which a building or portion thereof is utilized or occupied.

(S) *Occupant* means any individual living or sleeping in a building, or having possession of a space within a building.

(T) *Operator* means any person who has charge, care or control of a structure or premises that is let or offered for occupancy.

(U) *Owner* means any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

(V) *Person* means an individual, corporation, partnership or any other group acting as a unit.

(W) *Premises* means a lot, plot or parcel of land, easement or public way, including any structures thereon.

(X) *Public way* means any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

(Y) *Rooming unit* means any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

(Z) *Rubbish* means combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

(AA) *Sleeping unit* means a room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

(BB) *Structure* means that which is built or constructed.

(CC) *Toilet room* means a room containing a water closet or urinal but not a bathtub or shower.

(DD) *Ventilation* means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

(EE) *Yard* means an open space on the same lot with a structure.

4-15-3. Compliance with Chapter required.

Each owner, operator, and occupant of each structure and premises within the City shall comply with the applicable provisions of this Chapter. The standards established in this Chapter shall be the minimum standards for the continued use and occupancy of all structures and premises regardless of the date of construction.

4-15-4. Owner's and operator's general responsibilities.

Each owner and operator of the premises shall maintain the structures and premises in compliance with these minimum standards. A person shall not occupy or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter. The standards of this Chapter are intended to complement the requirements of any other applicable ordinance or provision of the City Code and shall not be deemed to lessen any more restrictive standard required by the applicable ordinances and City Code provisions that existed at time of original construction or subsequent remodeling. The duty of an owner and operator to maintain structures and premises in compliance with this Chapter is not affected by any duty this Chapter creates upon the occupants thereof, even if the owner or operator has, by agreement, imposed upon the occupants the duty of maintaining the structures and premises and complying with this Chapter.

4-15-5. Occupant's general responsibilities.

The occupant of a building, dwelling unit, rooming unit, hotel room, or housekeeping unit shall keep in a clean, sanitary, and safe condition that part of the building, dwelling unit, rooming unit, hotel room, housekeeping unit, or exterior premises which the occupant possesses or occupies.

4-15-6. All structures and premises.

(A) *Exterior grounds and premises.* The owner and operator shall maintain all exterior grounds and premises in a clean, safe, and sanitary condition, which shall include, but not be limited to, the following duties:

(1) Maintain parking lots, fire lanes, driveways, sidewalks, porches, patios, and other paved areas free from deterioration, holes, excavations, sharp protrusions, or any other object or condition which may cause injury to a person.

(2) Provide and maintain legible parking and fire lane markings.

(3) Maintain vehicular and pedestrian control devices in good condition.

(4) Cover and maintain all exposed ground with pavement, stone screenings, other solid or semi-pervious material, or vegetative growth that is capable of eliminating soil erosion and dust, and that is free of holes and depressions that may injure a person or property.

(5) Maintain wells, cesspools, cisterns, and storm shelters securely covered or closed.

(6) Remove trees and tree limbs that are reasonably capable of damaging a structure, or that are reasonably capable of causing injury to a person, and maintain vertical clearance such that no tree limb or branch is:

(a) within fourteen (14) feet above the driving surface of a fire lane, street, or alley, measured vertically from the surface of the pavement to the lowest point of the tree limb or branch; or

(b) within eight (8) feet above a sidewalk, measured vertically from the surface of the sidewalk to the lowest point of the tree limb or branch.

(7) Do not allow or cause any wall, fence, other structure, sign, vegetation, or other object on the premises to obstruct the line of sight of a driver or pedestrian who is using or approaching a street, sidewalk, alley, driveway, or intersection such that the driver's or pedestrian's ability to see approaching vehicles, pedestrians, or traffic control devices is limited or eliminated.

(8) Maintain fences, gates, and screening walls in structurally sound condition and in good repair, free from broken, loose, rotted, insect-damaged, or missing components, and make repairs to fences, gates, and screening walls using materials of comparable composition, size, and quality to the original fence or wall; provided, however, that materials not intended for fencing, gates, or screening walls, including, but not limited to, pallets, plywood, or similar materials, shall not be used as permanent repair materials.

(9) Do not allow or cause any portion of a wall, fence, or other structure, including guy wires, braces, or other structural elements, to be constructed upon or to encroach upon property owned by the City or any right-of-way maintained by the City unless such wall, fence, or other structure is owned by the City or the construction or encroachment has been expressly permitted by the City in writing.

(10) Maintain all exterior property and premises free from rubbish or garbage except as contained in covered, leakproof containers; provide containers of adequate size and number, which shall be serviced with adequate regularity to prevent an overflow; and remove excess rubbish and garbage or items too large for the provided containers.

(11) To the extent that any route, parking area, or other exterior feature is required by law, ordinance, rule, or regulation to be accessible to persons with disabilities, maintain such route, parking area, or exterior feature in compliance with applicable accessibility requirements, including the Texas Accessibility Standards, and ensure that such route, parking area, or exterior feature is kept free from obstructions, deterioration, or other conditions that would impair accessibility.

(B) *Exterior of structures.*

(1) The owner and operator shall maintain the exterior of all structures and equipment thereon in good condition, in a structurally sound condition, and in a sanitary condition, so as not to pose a threat to the public health, safety, or welfare, which shall include, but not be limited to, the following duties:

(a) Maintain all exterior surfaces, including, but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. It is an affirmative defense to prosecution of a violation of the oxidation removal requirement that the surface is designed for stabilization by oxidation or that the structure is a manufactured home or recreational vehicle that will not be in place longer than ninety (90) days.

(b) Maintain all structural members free from deterioration, and capable of safely supporting the imposed dead and live loads.

(c) Maintain all foundation walls plumb and free from open cracks and breaks in such condition so as to prevent the entry of rodents and other pests.

(d) Provide mechanical ventilation or screened cross-ventilation openings of not less than one and one-half (1½) square feet for each twenty-five (25) linear feet of wall in each basement, cellar, and crawl space.

(e) Maintain all exterior walls free from holes, breaks, and loose or rotting materials.

(f) Maintain all exterior walls and exposed surfaces of metal or wood to protect them from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

(g) Maintain the roof covering and flashing sound, tight and without defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good condition and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

(h) Maintain all cornices, belt courses, corbels, trim, wall facings, and similar decorative features in good condition with proper anchorage and in a safe condition.

(i) Maintain all overhang extensions, including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts in good condition and properly anchored. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(j) Maintain every exterior stairway, ramp, deck, porch, and balcony, and all appurtenances attached thereto, structurally sound, in good

condition, with proper anchorage and capable of supporting the imposed loads.

(k) Maintain all chimneys, cooling towers, smokestacks, and similar appurtenances structurally safe and sound, and in good condition.

(l) Maintain every window, skylight, door, and frame in sound condition, good condition, and weather tight, including:

(i) that all glazing materials shall be maintained free from cracks and holes;

(ii) that every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware; and

(iii) that every window which opens directly to or from an outdoor space shall be equipped with a tightly fitting insect-proof screen of not less than sixteen (16) meshes per square inch.

(m) Maintain all exterior doors, door assemblies, hardware, and seals in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.

(n) Maintain all signage, including wall, monument, and pole signs, in good and safe condition.

(o) Ensure that any sign or sign cabinet that does not display a current, legible message identifying an active business, tenant, product, or service on the premises, including, but not limited to, a sign with missing or damaged panels, partially removed faces, or exposed internal components, is provided with a blank face or removed entirely, and ensure that electrical service to any such sign is disconnected or removed.

(2) Security devices. The owner and operator of all residential rental property shall comply with the Subchapter D, Chapter 92, Property Code.

(3) Storm drainage. The owner and operator shall provide and maintain drainage of roofs and paved areas, yards and courts, and other open areas on the premises in a way so as not to be discharged in a manner that creates a public nuisance.

(C) *Interior of structures.*

(1) The owner and operator shall maintain the interior of a structure and equipment therein in good condition, in a structurally sound condition, and in a sanitary condition, and the occupant shall maintain that part of the structure which the occupant occupies in a clean and sanitary condition, which shall include, but not be limited to, the following duties and requirements:

(a) Maintain all structural members structurally sound, and capable of supporting the imposed loads.

(b) Maintain all interior surfaces, including windows and doors, in good, clean, and sanitary condition. Peeling, chipping, flaking, or abraded

paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

(c) Maintain every stair, ramp, landing, or other walking surface in sound condition and good condition.

(d) Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers, or tracks as intended by the manufacturer of the attachment hardware.

(e) Every dwelling unit shall contain a kitchen that meets, and every hotel room that contains a kitchen or kitchenette shall meet, the following requirements:

(i) food-contact surfaces shall be smooth and easily cleanable, impermeable to liquid, unpainted, not resurfaced, free from areas which are inaccessible to cleaning and inspection, free from breaks, seams, cracks, chips, pits, or similar imperfection, and free from difficult-to-clean internal corners or crevices;

(ii) surfaces for equipment not intended for contact with food but which are exposed to splash or food debris or which otherwise require frequent cleaning shall be smooth, washable, free of unnecessary ledges, projections or crevices, readily accessible for cleaning, and constructed of such material in such repair as to be easily maintained in a clean and sanitary condition;

(iii) gaskets and seals used for temperature control on doors into refrigeration systems shall be maintained clean, firm-fitting, and intact; and

(iv) grease extracting ventilation hoods shall be provided which are readily removable and listed by a recognized testing laboratory.

(f) No window, door, or other opening serving a habitable space that provides natural light, ventilation, or emergency egress shall be removed, enclosed, or reduced in size so as to:

(i) eliminate the only window serving a habitable space; or

(ii) create a bedroom or habitable space that lacks at least one window opening directly to the outdoors or a compliant means of emergency egress where required.

(g) To the extent that any feature within the structure, including a route, entrance, or other element, is required by law, ordinance, rule, or regulation to be accessible to persons with disabilities, maintain such feature in compliance with applicable accessibility requirements, including the Texas Accessibility Standards, and ensure that such feature is kept free from obstruction, deterioration, or other conditions that impair accessibility.

(2) Fuel burning equipment. The owner and operator shall:

(a) ensure that fuel burning heating and cooking devices are properly vented to the outside;

(b) ensure that all fuel supply lines and fuel containers are securely installed to avoid accidental displacement;

(c) maintain all required clearances to combustible materials;

(d) maintain all safety controls for fuel-burning equipment in effective operating condition; and

(e) provide and maintain supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment.

(3) Mechanical. The owner and operator shall provide and maintain heating and cooling facilities in all dwellings as follows:

(a) Heating facilities shall be capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms at any point measured a distance of not more than three feet above floor level, and not more than two feet from an exterior wall.

(b) Cooking appliances and portable space heaters shall not be used to provide space heating to meet the requirements of this Paragraph (3).

(c) Cooling facilities shall be capable of maintaining a room temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees, in all habitable rooms, bathrooms, and toilet rooms at any point measured a distance of not less than five feet above floor level, and not more than three feet from an exterior wall.

(d) All rooms, and all other enclosed spaces, shall be ventilated in a manner sufficient to keep them free of excessive heat, steam, condensation, vapors, offensive odors, smoke, and fumes.

(e) Intake and exhaust air ducts shall be maintained in such a manner as to prevent the entrance of dust, dirt, and any other contaminating material.

(4) Electrical. The owner and operator shall properly install and maintain all electrical equipment, wiring, and appliances in a safe manner, which shall include, but not be limited to, the following requirements and standards:

(a) The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 2 of this Title.

(b) Artificial light fixtures with protective shields capable of preventing broken glass from falling shall be used in areas where food may be exposed and in areas where equipment or utensils may be stored.

(c) Ground-fault circuit-interrupter protected receptacles shall be provided for the following locations:

(i) bathrooms;

(ii) kitchens where the receptacles are installed to serve the countertop surfaces; and

(iii) laundry, utility, and wet bar sinks where the receptacles are installed within six feet of the outside edge of the sink.

(d) A portable generator or combination of portable generators shall not be used as a primary source of electrical power for a structure.

(5) Elevators, escalators, and dumbwaiters. The owner and operator shall maintain all elevators, escalators, and dumbwaiters in a safe and operable condition, which shall include, but not be limited to, the following requirements and standards:

(a) Maintain each elevator, escalator, and dumbwaiter to safely sustain imposed loads, operate properly, and be free from physical and fire hazards.

(b) Comply with all state laws, rules, and regulations applicable to each elevator, escalator, and dumbwaiter.

(c) Maintain at least one operating passenger elevator in an occupied building that is equipped with one or more passenger elevators; provided, however, that a building with only one passenger elevator may have the elevator temporarily out of service for a reasonable period of time for testing, inspection, or servicing.

(6) Egress required. The owner and operator shall ensure that every bedroom has at least one window or opening facing directly to the outdoors, which is capable of being opened far enough to permit egress by any adult.

(a) It is an affirmative defense to prosecution of a violation under this Paragraph (6) that the windows conform to all applicable laws and ordinances that were in effect at the time of their construction and have been adequately maintained and upgraded to current requirements of applicable laws and ordinances in response to any alteration, fire damage, repair, or addition.

(b) When an unsafe condition exists through lack of, or improper location of exits, the building official or fire chief may require the owner and operator to install additional exits.

(D) *Essential utilities.*

(1) Multiple-family dwelling communities. If the owner or operator is responsible for the provision of an essential utility for a dwelling unit in a multiple-family dwelling community, such owner or operator shall ensure that these utilities are provided at all times. If an essential utility is interrupted due to an accident, natural event, or equipment malfunction, the owner and operator shall cause repairs to begin as soon as practical and shall have service reinstated within 24 hours, except as otherwise provided for sewer systems in this Chapter. Except in cases beyond the reasonable control of the owner or operator, if repairs are not completed and service reinstated within 24 hours, the owner or operator shall relocate affected residents to temporary housing.

(2) Hotel. The owner and operator are responsible for the provision and payment for essential utilities and shall ensure that essential utilities are provided to each hotel room at all times. If an essential utility is interrupted

due to an accident, natural event, or equipment malfunction, the owner and operator shall cause repairs to begin as soon as practical and shall have service reinstated within 24 hours, except as otherwise provided for sewer systems in this Chapter. Except in cases beyond the reasonable control of the owner or operator, if repairs are not completed and service reinstated within 24 hours, the owner or operator shall relocate affected residents to temporary housing.

(3) If the owner or operator is responsible for payment for an essential utility for a dwelling unit, such owner or operator shall ensure that the essential utility is not discontinued due to payment delinquency. Termination of an essential utility due to non-payment shall be grounds for the revocation of the certificate of occupancy.

(E) *Handrails.* The owner and operator shall provide and maintain every exterior and interior flight of stairs having more than four risers with a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp, or other walking surface which is more than 30 inches above the floor or grade below with guards. Handrails shall not be less than 30 inches high or more than 42 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 42 inches high above the floor of the landing, balcony, porch, deck, ramp, or other walking surface. Intermediate rails shall be spaced to prohibit the passage of: a four-inch sphere for rails installed after August 30, 1991; a six-inch sphere for rails installed prior to August 30, 1991; or a nine-inch sphere for rails installed prior to February 1, 1979. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

(F) *Extermination.* The owner and operator shall maintain all structures free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, the owner and operator shall take proper precautions to prevent reinfestation. The owner, operator, and occupant shall maintain those portions of the interior of a structure under his or her control free from rubbish, garbage, and other substances that may encourage infestation by insects, rodents, or vermin, and from all unsanitary conditions and shall cause the structure to be exterminated of insects, rodents, and other pests by an exterminator licensed by the state within 10 days after receiving written notice from the City that extermination is necessary.

(G) *Plumbing in all structures and premises.*

(1) The owner or operator shall provide and maintain the following plumbing facilities in compliance with the applicable provisions of this Title and in a manner that does not pose a health or sanitation hazard:

(a) kitchen sink, lavatory basin, and either a bathtub or shower, all of which are provided with both hot and cold water;

(b) flush toilet; and

(c) water heating equipment adequate to supply hot water to every kitchen sink, lavatory basin, and bathtub or shower at a temperature of not less than 110 degrees Fahrenheit.

(2) The owner or operator shall connect the plumbing facilities described in Paragraph (1) to:

(a) either (i) a public water system or (ii) an approved private water system; provided, however, that any such connection shall be made in compliance with all applicable laws, ordinances, rules, and regulations and in a manner that does not pose a health or sanitation hazard; and

(b) either (i) a public sanitary sewer system or (ii) an approved on-site wastewater system; provided, however, that any such connection shall be made in compliance with all applicable laws, ordinances, rules, and regulations and in a manner that does not pose a health or sanitation hazard.

(3) The owner, operator, and occupant shall:

(a) maintain all occupied areas and all plumbing equipment and facilities in a clean, sanitary condition at all times; and

(b) connect plumbing fixtures and heating equipment that the occupant supplies in compliance with applicable laws and ordinances.

(4) The owner and operator shall take immediate action to clear stoppages and partial blockages of all sanitary sewer systems. The owner and operator shall within 24 hours after written notice of a malfunctioning sewer system:

(a) reinstate properly functioning sewer service; and

(b) complete removal of all residue, and complete treatment of all affected areas with a suitable disinfectant, including, but not limited to, inside structures, underneath structures, and all premises under the control of the owner and operator. It is unlawful for the owner, operator, or any person under his control to permit washing or power-washing sewage and debris. It is an affirmative defense to prosecution of a violation of the washing prohibition that the debris and wash water are contained, collected, and properly disposed of.

(5) Notwithstanding Paragraph (4), if repairs are necessary that involve excavating to replace or rearrange sanitary sewer piping, the City Manager may grant additional time for the owner or operator to complete the repair and restore properly functioning sewer service. Said additional time shall not exceed 48 hours for a total of 72 hours after written notice.

(6) If repairs involving excavation are necessary, the owner and operator shall establish an electronic record of the internal problems using a sewer line video inspection system or by taking photographs or video of the repairs once the line is excavated. The owner and operator shall maintain said record to confirm to the City that the repairs were completed.

(7) Written notice of a malfunctioning sewer system shall be effective upon the earliest of any of the following:

(a) upon personal service;

(b) upon delivery to the person’s office during normal business hours;

(c) upon posting such notice on the door of the person's residence or office; or

(d) 72 hours after depositing the notice, enclosed in a postpaid, properly addressed envelope, in a post office or official depository under the care and custody of the United States Postal Service.

(8) The owner and operator shall notify the City Manager of sewer overflows immediately, but in no case later than twenty-four (24) hours, after the overflow.

(9) The owner and operator shall maintain access points (i.e., cleanouts and manholes) to sanitary sewer piping closed and tightly capped at all times. It is an affirmative defense to prosecution of a violation of this Paragraph that there is construction, cleaning, inspection, or repair actively occurring.

(10) If a notice is provided under this Subsection in excess of two times within a twelve-month period, the owner and operator shall have the sanitary sewer piping cleaned and the internal piping condition assessed by a video inspection system. The cleaning and video assessment shall, at a minimum, include the piping from the point of blockage downstream to the City sewer system. The owner and operator shall retain an electronic record of said condition assessment and provide it as requested by the City.

(11) If a notice is provided under this Subsection in excess of four times within a twelve-month period, the owner and operator shall maintain a written agreement to have the sanitary sewer piping, including, but not limited to, sewer mains and lateral lines, cleaned at least once every two months. The owner and operator shall retain a copy of said written agreement and provide it as requested by the City. If the structure and premises improve to such a condition that notice is not required for 12 consecutive months, the owner and operator may reduce the cleaning frequency to once annually.

(12) If a notice is provided under this Subsection in excess of six times within a twelve-month period, it is deemed that all or part of the sanitary sewer piping under the control of the owner and operator is in total structural failure. When all or part of the sanitary sewer piping is deemed to be in total structural failure, the owner and operator shall conduct a complete assessment of the sewer piping and replace the failed area. The owner and operator shall retain an electronic record of said condition assessment and provide it as requested by the City.

(13) The costs, charges, and expenses incurred by the City in responding to, cleaning up, applying appropriate disinfectant to raw sewage and residue that entered the public right-of-way from the structure and premises, or causing such work to be done, shall be a charge to and a personal liability of the owner and operator.

(H) *Fire safety.* The owner and operator shall provide and maintain a safe, continuous, and unobstructed path of travel from any point in a structure to the public way. Means of egress shall be in compliance with Title VII, Chapter 1 of the City Code, which shall include, but not be limited to, the following requirements:

(1) At least one emergency escape window or door shall be provided for each nonsprinklered bedroom below the fourth story.

(2) Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet. It is an affirmative defense to prosecution of a violation of this Paragraph that the minimum net clear opening for the emergency escape and rescue grade-floor opening is five square feet or greater for a building built prior to February 1, 1979.

(3) The minimum net clear opening height dimension shall be 24 inches. The minimum net clear opening width dimension shall be 20 inches. The net clear opening dimensions shall be the result of normal operation of the opening. It is an affirmative defense to prosecution of a violation of this Paragraph that the minimum net clear opening height or width is 22 inches or greater for a window legally installed prior to February 1, 1979.

(4) Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches measured from the floor. It is an affirmative defense to prosecution of a violation of this Paragraph that the bottom of the clear opening is 48 inches or less for windows legally installed prior to February 1, 1979.

(5) Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with this Subsection and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.

(6) When an unsafe condition exists due to the provision of an insufficient means of egress system or emergency escape opening, the City may require the owner or operator to comply with this Subsection.

(7) Provide and maintain illumination for all interior and exterior means of egress, including corridors, stairways, and landings, at all times the building is occupied, sufficient to permit safe egress.

(I) Fire protection systems. The owner and operator shall provide and maintain all systems, devices, and equipment to detect a fire, smoke, or carbon monoxide, actuate an alarm, or suppress or control a fire or any combination thereof in operable condition at all times in accordance with Title VII, Chapter 1 of the City Code, including, but not limited to, the following requirements:

(1) Smoke alarms shall be installed and maintained on the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms and in each room used for sleeping purposes. It is an affirmative defense to prosecution of a violation of this Paragraph that the bedroom or sleeping room was constructed prior to August 29, 1991.

(2) Smoke alarms shall receive their primary power from the building wiring and shall be equipped with a battery backup. It is an affirmative defense to prosecution of a violation of this Paragraph that battery backup is not required for smoke alarms legally installed prior to August 29, 1991. It is an affirmative defense to prosecution of a violation of this Paragraph that smoke alarms are permitted to be solely battery operated if the alarm was legally installed prior to February 1, 1979.

(J) *Alterations.* Each owner, operator, and occupant of a building shall not alter the building or its facilities so as to create any noncompliance with any applicable law or ordinance.

(K) *Vacant units, structures, and land.*

(1) In addition to the other requirements of this Section, the owner and operator shall maintain:

(a) all vacant units, structures, and premises thereof or vacant land in a clean, safe, secure, and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety; and

(b) all vacant or unoccupied structures or parts of structures completely secure from unauthorized entry in accordance with the following minimum standards for securing a structure:

(i) All openings in a structure, including all floor levels, shall be secured to prevent entry by unauthorized persons. One building entrance may be secured with a door of either solid core wood or steel construction, having no window in the door, and the door shall be securely locked to allow access only to authorized persons. Said door shall be secured with a through-bolted hasp and padlock if the door swings in.

(ii) If plywood materials are used to secure buildings, such materials shall be no less than one-half inch thick exterior grade. Particle board, wafer board, masonite, or other similar materials shall not be used for purposes of boarding-up a building.

(iii) Mechanical fasteners used for wood board-up materials shall be round-headed, non-slotted carriage bolts no less than three-eighths inch in diameter with washers and nuts on the interior face.

(iv) The primary method of securing plywood boards shall be by the use of through-bolt compression fastening, using plywood on the exterior face and wood bracing constructed of minimum two-inch by four-inch (nominal) lumber installed on the interior side of the opening to be secured, perpendicular to the long dimension of the opening. Such bracing shall extend at least six inches beyond the edge of the opening on each side in order to be securely braced against the building structure.

(v) Wood construction used to secure a structure opening shall contain at least one bolt in each corner and additional bolts no more than four feet on center continuously along the perimeter. Each bolt shall fully penetrate the wood bracing on the interior side of the opening.

(vi) The surfaces of such securing materials exposed to the weather shall be protected with the application of exterior grade paint, or a similar weather resistant finish, which blends with the background color of the building.

(2) It is an affirmative defense to prosecution of a violation of the requirement of through-bolt compression fastening that such fastening is impossible due to the construction or condition of the opening. In such event, the

opening shall be covered with plywood secured with minimum three-inch-long wood screws fastened on four-inch centers around the circumference of the opening.

(3) Nothing in the minimum standards of this Subsection shall preclude an owner or operator from utilizing superior materials, such as metal, masonry, or concrete, or proprietary systems such as vacant property securing systems, which exceed the durability and reliability of the foregoing standards, to secure a vacant structure or portion of a structure.

(4) In the event that a structure becomes unsecure after compliance with the standards in this Subsection, the owner and operator shall resecure the structure immediately and maintain said structure in a secure manner.

4-15-7. Offense.

(A) A person who violates a provision of this Chapter shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of this Chapter. A person commits a separate and distinct offense for each day during which a violation of this Chapter is committed, permitted, or continued. Evidence of a culpable mental state is not required to prove a criminal offense under this Chapter. It is hereby declared that, for all offenses prosecuted under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(B) In addition to criminal enforcement of this Chapter, the City may pursue any available civil remedies and penalties.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00)

pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. This ordinance shall become effective on the 30th day after its final approval and adoption.

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:

_____
Jose Ortiz, Deputy City Manager

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 23.
Meeting Date: June 9, 2026
To: City Council
From: Elizabeth Triggs, Chief Planning & Development Officer
Subject: AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "SUBSTANDARD BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REVISE THE DEFINITION OF "MINIMUM STANDARDS" AND TO SPECIFY TO WHOM THE CITY SHALL SEND A DEMAND FOR PAYMENT IN THE EVENT THAT THE CITY INCURS EXPENSES TO SECURE A SUBSTANDARD BUILDING; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

Purpose:
The proposed ordinance amends the City's existing Substandard Buildings regulations to align with the proposed minimum property maintenance standards and strengthen the City's ability to address unsafe, deteriorated, and unsecured structures. The amendments improve clarity, administrative efficiency, and enforcement consistency while supporting the City's broader efforts to protect neighborhoods, improve public safety, and proactively address blight and substandard properties.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The proposed ordinance amends Chapter 8, "Substandard Buildings," of the Midland City Code to align the City's substandard building regulations with the proposed adoption of Chapter 15, "Minimum Maintenance Standards," which establishes a comprehensive Property Maintenance Code. Specifically, Chapter 15 has been added to the definition of "Minimum Standards" so that property maintenance violations can be addressed through the City's broader substandard

building enforcement process when conditions create health, safety, or welfare concerns.

The ordinance also incorporates additional updates to improve enforcement clarity and address recurring unsafe building conditions, including structural deficiencies, unsecured buildings, prolonged unfinished construction, fire safety concerns, and loss of essential utilities.

Additional procedural revisions include:

- Requiring the recording of notices of public hearing in the county property records to ensure future purchasers and lienholders are aware of active substandard building proceedings; and
- Clarifying notice requirements related to recovery of City expenses when the City secures a substandard building.

Together with the proposed Property Maintenance Code, these amendments create a more coordinated and proactive framework for addressing dangerous, deteriorated, and blighted properties before conditions worsen and negatively impact surrounding neighborhoods.
The ordinance supports the City's Strategic Plan, particularly:

- Goal 2: Safe & Secure City by improving the City's ability to address unsafe structures and protect public safety;
- Goal 1: Strong Economy with More Quality Jobs by supporting neighborhood stability and reinvestment; and
- Goal 6: High-Performing Government by improving enforcement consistency and administrative efficiency.

Attachments:
A. Ord - Amend Title IV, Ch 8 (FINAL) Ord

Sean Bailey, Development Services	Created/Initiated - 5/28/2026
Landon Ochoa, Development Services	Approved - 5/28/2026
Elizabeth Triggs, Development Services	Approved - 5/28/2026
Linda Ochoa, Legal	Approved - 6/1/2026
Morris Williams, City Manager	Approved - 6/1/2026
Jose Ortiz, City Secretary	Approved - 6/3/2026
Rachel Guentensberger, City Secretary	Final Approval - 6/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "SUBSTANDARD BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REVISE THE DEFINITION OF "MINIMUM STANDARDS" AND TO SPECIFY TO WHOM THE CITY SHALL SEND A DEMAND FOR PAYMENT IN THE EVENT THAT THE CITY INCURS EXPENSES TO SECURE A SUBSTANDARD BUILDING; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

WHEREAS, Chapter 214 of the Local Government Code authorizes a municipality to enact an ordinance requiring the vacation, relocation of occupants, securing, repair, removal, or demolition of a building that is: dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare; unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or boarded up, fenced, or otherwise secured in any manner if the building constitutes a danger to the public even though secured from entry, or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building; and

WHEREAS, Chapter 214 of the Local Government Code authorizes a municipality to enact an ordinance authorizing the municipality to secure buildings that violate the municipality's minimum standards and that are unoccupied or are occupied only by persons who do not have a right of possession to the buildings; and

WHEREAS, substandard buildings that constitute hazards to the health, safety, or general welfare of occupants, the citizens of the City of Midland, Texas, or the public are public nuisances; and

WHEREAS, the City Council finds it to be in the public interest to make certain amendments to the Midland City Code so as to revise the minimum standards for the continued use and occupancy of buildings and to specify to whom the City shall send a demand for payment in the event that the City incurs expenses securing a substandard building under Section 4-8-2;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Midland City Code Title IV, "Building Regulations", Chapter 8, "Substandard Buildings", is hereby amended to read in its entirety as follows:

4-8-1. Abatement of Substandard Buildings.

(A) *Applicability*. This Section applies to the abatement of a Building that is in violation of the Minimum Standards, as those terms are defined in Subsection (B), and shall not preclude the application of any other available remedy.

(B) *Definitions*. As used in this Section:

(1) "Building" means a building, bulkhead or other method of shoreline protection, fence, shed, awning, or other structure, or part of a structure.

(2) "Building Official" means the Building Official of the City of Midland or an individual designated by the Director of Development Services to determine whether a Building complies with the Minimum Standards.

(3) "Commencement of Construction" means:

(a) the date when construction materials were placed on or observed on the property; or

(b) the date when any construction activity began or was observed on the property.

(4) "Minimum Standards" means the minimum standards for the continued use and occupancy of a Building and includes:

(a) those standards set out in Title IV, Chapters 1, 2, 3, 4, 5, 10, 11, 12, and 15 of the City Code of the City of Midland that are applicable to a Building;

(b) that a Building's structural condition shall not present a substantial hazard to its occupants, adjoining property, or other persons by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the Building contains unsafe equipment or is

so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible or that has any of the following structural deficiencies:

(i) a wall or other vertical structural member that lists, leans, or buckles in excess of one-quarter-inch horizontal measurement for each one-foot of vertical measurement;

(ii) a supporting member, exclusive of the foundation, which shows 33 percent or more damage or deterioration;

(iii) nonsupporting enclosing outside wall or covering with 50 percent or more damage or deterioration;

(iv) parts that may fall and injure a person or damage property;

(v) a floor or roof that has insufficient strength to be reasonably safe for the purpose for which it is used and to support the weight of emergency personnel and equipment as determined by the City's Fire Chief;

(vi) a foundation that has holes, cracks, buckling, crumbling, or defects that cause or may cause said foundation to be unable to provide adequate support;

(vii) floor, exterior wall, or roof that has holes, cracks, or loose, rotten, warped, or protruding boards that may injure a person;

(viii) an interior wall or ceiling that has holes, cracks, loose plaster, defective materials, or structural deterioration that may defeat the purpose of the wall or ceiling or that may fail to protect the occupants of the Building from danger of collapse or fire;

(ix) damage by fire, explosion, wind, vandalism, or elements of nature such that there may be a danger to life, safety, or to the general health and welfare of a person;

(x) absence of an essential utility for 48 hours or more; or

(xi) inaccessibility of any part of the Building to the Fire Department;

(c) that a Building shall not endanger persons, be likely to endanger persons, or otherwise be unfit for human habitation or a hazard to the public health, safety, and welfare;

(d) that a Building, regardless of its structural condition, that is unoccupied by its owners, lessees, or other invitees shall not be unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;

(e) that a Building that is boarded up, fenced, or otherwise secured in any manner:

(i) shall not constitute a danger to the public even though it is secured from entry; and

(ii) shall be secured by means that are adequate to prevent unauthorized entry or use of the Building in the manner described by Paragraph (d) above; and

(f) that a Building shall not remain under construction or in the process of being constructed, repaired, remodeled, or demolished, such that the areas under construction are not capable of being fit for human occupancy or human habitation for greater than the following terms:

(i) for a single-family dwelling, townhouse, duplex, or triplex, three years from the Commencement of Construction; or

(ii) for a Building that is not a single-family dwelling, townhouse, duplex, or triplex, five years from the Commencement of Construction.

(g) "Substandard Building" means a Building that is in violation of the Minimum Standards.

(C) *Public Nuisance.* A Substandard Building that constitutes a hazard to the health, safety, or general welfare of its occupants, the citizens of the City of Midland, Texas, or the public is declared to be a public nuisance, and the Building shall be vacated, secured, repaired, removed, or demolished, or the occupants relocated, as hereinafter provided.

(D) *Notice of a Public Hearing*.

(1) When the Building Official identifies a Building that is a Substandard Building, the Building Official may initiate abatement proceedings by:

(a) mailing by certified mail with return receipt requested, delivering by the United States Postal Service using signature confirmation service, or personally delivering to each owner of the Building a notice of a public hearing in accordance with this Subsection (D); and

(b) making a diligent effort to discover each lienholder and mortgagee having an interest in the Building or the property on which the Building is located and mailing by certified mail with return receipt requested, delivering by the United States Postal Service using signature confirmation service, or personally delivering to each said lienholder and mortgagee a notice of a public hearing in accordance with this Subsection (D).

(2) A notice of a public hearing shall contain the following information:

(a) the name and address of the owner of the affected property if that information can be determined;

(b) an identification of the Building and the property on which it is located, including a legal description of the affected property;

(c) a statement that the Building Official has identified the Building to be a Substandard Building and a concise description of the condition that was identified as a violation of the Minimum Standards;

(d) a statement that the Building be vacated, secured, repaired, removed, or demolished, or that the occupants be relocated, as determined by the Building Official, and a concise description of the recommended action;

(e) a statement that the owner, lienholders, or mortgagees will be required to submit at the public hearing proof of the scope of any work that may be required to comply with this Section and the time it will take to reasonably perform the work; and

(f) the date, time, place, and description of the public hearing to be held by the City Council.

(3) The Building Official shall file, or to cause to be filed, notice of a public hearing in the Official Public Records of Real Property in the county in which the property is located. The filing of the notice of a public hearing is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice, and constitutes notice of the public hearing on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

(E) *Building Official's Report; Public Hearing.*

(1) At a meeting of the City Council at which a public hearing described in this Subsection is to be held, the Building Official shall make a report to the City Council detailing the condition or conditions of the Building that violated the Minimum Standards and the Building Official's recommended action.

(2) The City Council shall hold a public hearing in accordance with a notice provided under Subsection (D)(2) to determine:

(a) whether a Building is a Substandard Building; and

(b) if so, whether the Building Official's recommended action or other action should be ordered.

(3) The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this Section and the time it will take to reasonably perform the work.

(F) *City Council's Order.*

(1) After the public hearing, if the City Council finds a Building to be a Substandard Building, the City Council shall issue an order requiring the owner, lienholder, or mortgagee of the Building to within 30 days:

(a) secure the Building from unauthorized entry; or

(b) repair, remove, or demolish the Building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within 30 days.

(2) The City Council's order may also specify:

(a) a reasonable time, not to exceed 30 days, for the Building to be vacated or for the occupants to be relocated by the owner; and

(b) an additional reasonable time, not to exceed 30 days, for the Building to be vacated or for the occupants to be relocated by any of the mortgagees or lienholders in the event the owner fails to comply with the order within the time provided for ordered action.

(3) If the City Council's order allows the owner, lienholder, or mortgagee more than 30 days to repair, remove, or demolish the Building, the order shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed, as determined by the City Council.

(4) The City Council's order may not allow the owner, lienholder, or mortgagee more than 90 days to repair, remove, or demolish the Building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:

(a) submits a detailed plan and time schedule for the work at the hearing; and

(b) establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.

(5) If the City Council's order allows the owner, lienholder, or mortgagee more than 90 days to complete any part of the work required to repair, remove, or demolish the Building, the order shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the Building Official to demonstrate compliance with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder, or mortgagee appear before the City Council or the City Council's designee to demonstrate compliance with the time schedules. If the owner, lienholder, or mortgagee owns property, including structures or improvements on property, within the City's boundaries that exceeds $100,000 in total value, the City Council's order may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a Building under this Section not later than the 30th day after the date of issuance of the order. In lieu of a bond,

the City Council's order may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the City not later than the 30th day after the date of issuance of the order.

(6) An order issued under this Subsection constitutes the final decision of the City of Midland.

(G) *Mailing and Filing of the Order; Publication.*

(1) After the public hearing, the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of the order to the owner of the Building and to any lienholder or mortgagee of the Building, as determined through the use of the City's best efforts.

(2) Within 10 days after the date that the City Council's order is issued, the City shall:

(a) file a copy of the order in the City Secretary's Office; and

(b) publish in a newspaper of general circulation in the City a notice containing:

(i) the street address or legal description of the property;

(ii) the date of the hearing;

(iii) a brief statement indicating the results of the order; and

(iv) instructions stating where a complete copy of the order may be obtained.

(H) *Failure to Comply with the Order.* If a Substandard Building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the time allotted by the City Council's order, the City may vacate, secure, remove, or demolish the Building or relocate the occupants at its own expense.

(I) *City's Expenses; Lien.*

(1) If the City incurs expenses under Subsection (H), the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located.

(2) If the City assesses expenses on the property on which the Building was located, the City shall mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver to each owner, lienholder, and mortgagee to whom the City Council's order was delivered a notice containing the following information:

(a) the name and address of the owner if that information can be determined with a reasonable effort;

(b) a legal description of the real property on which the Building was located;

(c) a description of the action taken by the City for which the City incurred the expenses;

(d) the amount of expenses incurred by the City;

(e) the balance due;

(f) a demand for payment of the balance due;

(g) the date on or before which payment is demanded; and

(h) if a bond was posted, or if a letter of credit or other financial guaranty was provided, a statement that the City will collect on the bond, letter of credit or other financial guaranty if the City does not receive the payment by the specified date.

(3) A lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice must contain the following information:

(a) the name and address of the owner if that information can be determined with a reasonable effort;

(b) a legal description of the real property on which the Building was located;

(c) the amount of expenses incurred by the City; and

(d) the balance due.

(4) A lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses.

(5) The City may use any method authorized by law to recover expenses incurred.

(J) *Miscellaneous Provisions.*

(1) For purposes of this Section, a requirement to make a diligent effort, to use best efforts, or to make a reasonable effort to determine the identity and address of an owner, a lienholder, or a mortgagee is satisfied by searching the records identified in Section 214.001(q) of the Local Government Code, as may be amended.

(2) When the City mails a notice in accordance with this Section to an owner, lienholder, or mortgagee and the United States Postal Service returns the

notice as "refused" or "unclaimed," the validity of the notice is not affected, and the document is considered delivered.

(3) Notwithstanding anything in this Section, all procedures, notices, and orders shall comply with Chapter 214 of the Local Government Code, as may be amended.

4-8-2. Additional Authority to Secure Substandard Buildings.

(A) *Applicability*. This Section applies to the securing of a Building that is in violation of the Minimum Standards, as those terms are defined in Section 4-8-1(B). This Section shall not preclude the City's authority to secure a Building as provided in Section 4-8-1 or the application of any other available remedy.

(B) *Definitions.* As used in this Section, "Building", "Building Official", "Commencement of Construction", "Minimum Standards", and "Substandard Building" shall have the meanings given those terms in Section 4-8-1(B).

(C) *Authority to Secure Substandard Building.* The Building Official or the Building Official's designee may secure a Building if the Building Official determines:

(1) that the Building violates the Minimum Standards and is a Substandard Building; and

(2) that the Building is unoccupied or is occupied only by persons who do not have a right of possession to the Building.

(D) *Notice Requirements.*

(1) Before the 11th day after the date a Building is secured in accordance with Subsection (C), the Building Official shall give notice to the Building's owner by:

(a) personally serving the owner with written notice;

(b) depositing the notice in the United States mail addressed to the owner at the owner's post office address;

(c) publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the Building is located if personal service cannot be obtained and the owner's post office address is unknown; or

(d) posting the notice on or near the front door of the Building if personal service cannot be obtained and the owner's post office address is unknown.

(2) The notice shall contain:

(a) an identification, which is not required to be a legal description, of the Building and the property on which it is located;

(b) a description of the violation of the Minimum Standards that is present at the Building;

(c) a statement that the City will secure or has secured, as the case may be, the Building; and

(d) an explanation of the owner's entitlement to request a hearing about any matter relating to the City's securing of the Building.

(E) *Hearing*.

(1) The City Council shall conduct a hearing at which the owner may testify or present witnesses or written information about any matter relating to the City's securing of the Building if, within 30 days after the date the City secures the Building, the owner files with the City a written request for the hearing. An owner who requests a hearing under this Subsection shall file the written request for a hearing with the Building Official or the Building Official's designee. The City Council shall conduct the hearing within 20 days after the date the request is filed.

(2) Following the hearing, the City Council may take action to affirm, reverse, or modify an action taken by the Building Official under this Section.

(F) *City's Expenses; Lien*.

(1) If the City incurs expenses under Subsection (C), the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located.

(2) If the City assesses expenses on the property on which the Building was located, the City shall mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver to the owner, if the name and address of the owner can be determined with reasonable effort, a notice containing the following information:

(a) the name and address of the owner if that information can be determined with a reasonable effort;

(b) a legal description of the real property on which the Building was located;

(c) a description of the action taken by the City for which the City incurred the expenses;

(d) the amount of expenses incurred by the City;

(e) the balance due;

(f) a demand for payment of the balance due;

(g) the date on or before which payment is demanded; and

(h) if a bond was posted, or if a letter of credit or other financial guaranty was provided, a statement that the City will collect on the bond, letter of credit or other financial guaranty if the City does not receive the payment by the specified date.

(3) A lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice must contain the following information:

(a) the name and address of the owner if that information can be determined with a reasonable effort;

(b) a legal description of the real property on which the Building was located;

(c) the amount of expenses incurred by the City; and

(d) the balance due.

(4) A lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses.

(5) The City may use any method authorized by law to recover expenses incurred.

4-8-3. Prohibiting Entry into Substandard Buildings.

(A) *Applicability.* This Section applies to the prohibition of entry into a Building that is in violation of the Minimum Standards, as those terms are defined in Section 4-8-1(B). This Section shall not preclude the City's authority to secure a Building as provided in Section 4-8-1 or Section 4-8-2 or the application of any other available remedy.

(B) *Definitions.* As used in this Section, "Building", "Building Official", "Commencement of Construction", "Minimum Standards", and "Substandard Building" shall have the meanings given those terms in Section 4-8-1(B).

(C) *Authority to Prohibit Entry into a Substandard Building.* The Building Official may prohibit entry into and occupancy of a Building by giving notice in accordance with Subsection (D) if the Building Official determines:

(1) that the Building violates the Minimum Standards and is a Substandard Building; and

(2) that the Building is unoccupied or is occupied only by persons who do not have a right of possession to the Building.

(D) *Notice Requirements.*

(1) If the Building Official prohibits entry into and occupancy of a Building under this Section, the Building Official shall give notice thereof by:

(a) posting a written notice on or near each entrance of the Building; and

(b) giving written notice to the owner of the Building by:

(i) personally serving the owner with written notice; or

(ii) depositing the notice in the United States mail addressed to the owner at the owner's post office address; or

(c) publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the Building is located if personal service cannot be obtained and the owner's post office address is unknown.

(2) The notice shall contain:

(a) an identification, which is not required to be a legal description, of the Building and the property on which it is located;

(b) a description of the violation of the Minimum Standards that is present at the Building;

(c) the following statement: "THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY THE CITY OF MIDLAND"; and

(d) an explanation of the owner's entitlement to appeal the prohibition against entry and occupancy of the Building.

(E) *Appeal.*

(1) The City Council shall conduct an appeal hearing at which the owner may testify or present witnesses, written information, or other evidence regarding a prohibition under this Section if, within 30 days after notice is given under Subsection (D), the owner files with the City a written notice of appeal. An owner who desires to appeal a prohibition under this Subsection shall file the written notice of appeal with the Building Official or the Building Official's designee. The City Council shall conduct the hearing within 20 days after the date the request is filed.

(2) Following the hearing, the City Council may take action to affirm or reverse the prohibition.

(F) *Offense; Penalty; Affirmative Defenses.*

(1) If the Building Official prohibits entry into and occupancy of a Building in accordance with this Section, a person shall not enter into or occupy such Building.

(2) If the Building Official prohibits entry into and occupancy of a Building in accordance with this Section, a person shall not permit or authorize any other person to enter into or occupy such Building.

(3) Each violation of this Section shall be punishable by a fine of not more than $2,000.00.

(4) It is an affirmative defense to prosecution under this Section that:

(a) the Building Official reversed the prohibition before the trial of the violation;

(b) following a hearing under Subsection (E), but before the trial of the violation, the City Council reversed the prohibition;

(c) the person was the owner of the Building, or an employee, contractor, or other agent of the owner of the Building, and entered into or occupied the Building for the purpose of securing the Building from unauthorized entry;

(d) the person was the owner of the Building, or an employee, contractor, or other agent of the owner of the Building, and entered into or occupied the Building for the purpose of repairing, removing, or demolishing the Building as required by an order of the City Council issued under Section 4-8-1 or as otherwise authorized by the Building Official; or

(e) the person was acting on behalf of the City of Midland to secure, remove, or demolish the Building as authorized by this Chapter.

SECTION TWO. The provisions of any ordinance which are inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00) pursuant to State law.

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SIX. This ordinance shall become effective on the 30th day after its final approval and adoption.

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:

_____
Jose Ortiz, Deputy City Manager

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney