

CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
May 20, 2014 - 9:30 A.M.
COUNCIL CHAMBER FOYER
300 North Loraine
Midland, Texas

These items, as well as any other items on the regular posted agenda for the City Council Meeting on this date, may be discussed:

1. Reception honoring newly elected Council Member Spencer Robnett.

AGENDA FOR CITY COUNCIL MEETING

May 20, 2014 – 10:00 AM
Council Chamber - City Hall

The Midland City Council agenda is posted for public notice at least 72 hours prior to the Tuesday meetings. All requests to be placed on the Council agenda by the public must be submitted to the City Manager, in writing, at least one week before the Council meetings. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Council. The City Council reserves the right to not consider matters over which the City has no jurisdiction.

OPENING ITEMS

1. Invocation - Reverend Pat Bryant, Travis Baptist Church
2. Pledge of Allegiance
3. Consider a resolution canvassing the returns and declaring the results of the May 10, 2014 Special Election for one City Officer. (CITY SECRETARY'S OFFICE) (2014 - 161)
4. Conduct Swearing-In Ceremony for the newly elected At-Large Council Member, Spencer Robnett.

PRESENTATIONS

5. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Presentation of a Retirement Commendation to Mary Peña.
 - b. Presentation of Paul C. Rea Award for Sustained Excellence from United Way of Midland.

PUBLIC COMMENT

6. Receive public comments where individuals may address the City Council on City related issues and projects. 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.

CONSENT AGENDA

7. Consider a motion approving the following minutes:
 - a. Regular meeting of May 6, 2014.

8. Consider a resolution authorizing the selection of MW Builders, Incorporated, as the Construction Manager at Risk for the new municipal court building; and authorizing the execution of a contract with MW Builders, Incorporated as the Construction Manager at Risk for the new municipal court building; and appropriating \$841,287.50 from the General Fund Unappropriated Balance; and construction costs are estimated to be \$10,265,000.00; and MW Builders' proposal was more expensive than some of the proposals, but recommended as the best value for the City of Midland. (PURCHASING) (2014 - 162)
9. Consider a resolution approving the purchase of assorted playground and recreational equipment from Miracle Recreation Equipment Company c/o Churchich Recreation LLC, of Niwot, Colorado; and Site Source, Incorporated, of Flower Mound, Texas, and Exerplay, Incorporated, of Cedar Crest, New Mexico at a total cost of \$709,730.28; and authorizing the execution of a contract with Miracle Recreation Equipment Company c/o Churchich Recreation LLC, of Niwot, Colorado, for labor, material, equipment and supervision for playground items and bay swings; and authorizing the execution of a contract with Site Source, Incorporated, of Flower Mound, Texas, for labor, material, equipment and supervision to purchase and install octagon gazebos and a picnic shelter; and appropriating funds; parks effected will be Dunagan, Hill, Hidalgo, C.J. Kelly, Cowden, Garrett-Brown, Pioneer, Sparks, Wadley-Barron, and Beal. (PURCHASING) (2014 - 163)
10. Consider a resolution authorizing the appropriation of funds to the Atmos Rate Review Mechanism Project in the amount of \$230,000.00. (CITY MANAGER'S OFFICE) (2014 - 164)
11. Consider a resolution authorizing the acceptance of a 200-square foot water line easement located in Lot 6B, Block 3, Westridge Park Addition, Section 12, Midland, Midland County, Texas; and ordering recordation by the City Secretary. (ENGINEERING SERVICES) (2014 - 165)
12. Consider a motion on a request by Maverick Engineering LLC for the Kalpowar Estates Section 4 to approve items requested for deferral, and to discount the associated construction costs by an amount equal to the full cost of construction. The subject property is generally located approximately on the east side of Trobaugh Blvd, 750 feet north of Briarwood Ave. (ENGINEERING SERVICES)
13. Consider a motion on a request by Maverick Engineering LLC to defer construction of public improvements for the Agri-Empresa Subdivision Section 2, and to discount the associated construction costs by an amount equal to the full cost of construction. The subject property is generally located on the northeast corner at the intersection of IH 20 and South County Road 1250. (ENGINEERING SERVICES)
14. Consider a motion on a request by Maverick Engineering LLC to defer construction of public paving improvements for the Agri-Empresa Subdivision Section 2, but to allow construction of such items to occur during the next five

years. The subject property is generally located on the northeast corner at the intersection of IH 20 and South County Road 1250. (ENGINEERING SERVICES)

15. Consider a resolution authorizing the acceptance of a 0.130-acre non-exclusive pedestrian access easement located in Lot 1, Block 3, the Vineyard Addition, Section 4, Midland, Midland County, Texas; and ordering recordation by the City Secretary; the City is purchasing the easement from the Midland Independent School District. (ENGINEERING SERVICES) (2014 - 166)
16. Consider a resolution accepting an assignment of a sanitary sewer easement from Vineyard Reserve, LLC., a Texas limited liability company; authorizing the execution of said assignment of a sanitary sewer easement; and ordering recordation by the City Secretary. (ENGINEERING SERVICES) (2014 - 167)
17. Consider a resolution accepting an assignment of a sanitary sewer easement from Fasken Land and Minerals, Ltd.; authorizing the execution of said assignment of a sanitary sewer easement; and ordering recordation by the City Secretary; Fasken Land and Minerals received the easement from Button Estes Ranch Ltd. (ENGINEERING SERVICES) (2014 - 168)
18. Consider a resolution adopting the findings by the Fire Marshal and the Police Chief that all fire lanes existing in the City of Midland on May 20, 2014, are marked and located correctly. (FIRE) (2014 - 169)
19. Consider a resolution appropriating interest earned in the amount of \$38.84 on the FY2011 Justice Assistance Grant funds; the grant award plus interest must be expended or returned to the Federal Government as a requirement of the grant. (POLICE) (2014 - 170)

SECOND READINGS

20. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 3.30-acre tract of land which is presently zoned FD, Future Development District, to be used as an O-2, Office District; by permitting an 11.74-acre tract of land which is presently zoned FD, Future Development District, to be used as an MF-1, Multiple-Family Dwelling District; by permitting a 23.92-acre tract of land which is presently zoned FD, Future Development District, to be used as an LR-2, Local Retail District; said tracts being out of Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas (Generally located on the northeast corner of the intersection of Avalon Drive and Deauville Boulevard); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9262)
21. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by

permitting all of Blocks 1 and 2, Agri-Empresa Subdivision, and an 8.866-acre tract of land out of Section 11, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, which is presently zoned BP, I-20 Business Park District, to be used as an LI, Light Industrial District (Generally located on the northeast corner of the intersection of West Interstate Highway 20 and South County Road 1250); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9271)

22. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1, Block 1, Rolling Green Acres Addition, City and County of Midland, Texas, which is presently zoned PD, Planned District for a Recreation Center, to be used as a CE, Country Estate District (Generally located on the north side of East Highway 80, approximately 400 feet west of Todd Drive); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9273)
23. Consider an ordinance on second reading amending Ordinance Number 8400 establishing fees and charges of the City of Midland Community Services Department for Parks and Recreation, Washington Aquatic Center and Doug Russell Pool, Animal Services, and Health and Senior Services Department; and repealing ordinances specifically in conflict with such fees and charges established herein. (COMMUNITY SERVICES) (9275)

PUBLIC HEARINGS

24. At approximately 10:30 A.M. hold a public hearing on the 2014/15 Community Development Block Grant Program. (DEVELOPMENT SERVICES)
25. At approximately 10:33 A.M. hold a public hearing and consider an annexation of the property on a request by Younger Partners, Ltd #2 being a 16.90-acre tract of land out of Section 8, Block 40, T-2-S, T&P RR Company Survey, Midland County, Texas. (Generally located on the southwest corner of the intersection of Wright Drive and Loop 40.) (DEVELOPMENT SERVICES)
26. At approximately 10:36 A.M. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 1.94-acre tract of land which is presently zoned PD, Planned District for a Shopping Center, to be used as an O-2, Office District; by permitting a 4.25-acre tract of land which is presently zoned PD, Planned District for a Shopping Center, to be used as an O-2, Office District; said tracts being out of Section 6, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (Generally located on the east side of South Loop 250 West, approximately 400 feet north of West Wall Street); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication.

(DEVELOPMENT SERVICES) (9276)

27. At approximately 10:39 A.M. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Blocks 20 and 21, Greathouse Addition, Section 7, City and County of Midland, Texas, which is presently zoned TH, Townhouse Dwelling District, to be used as a PD, Planned District for a Housing Development (Generally located on the east side of Deer Run Avenue, approximately 650 feet north of Hilltop Drive); providing for such use to be subject to certain special conditions and restrictions as set out herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9277)
28. At approximately 10:42 A.M. hold a public hearing and consider an ordinance changing the zoning use classification of the property described as a 14,292 square foot portion of Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas (Generally located on the southwest corner of the intersection of Holiday Hill Road and League Drive), which is presently zoned PD, Planned District for a Shopping Center, by permitting said property to be used under a Specific Use Permit with Term for the sale of all alcoholic beverages in a lounge or nightclub for on-premises consumption; making said permit subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9278)
29. At approximately 10:45 A.M. hold a public hearing and consider an ordinance changing the zoning use classification of the property described as a 3,054 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas (Generally located on the northeast corner of the intersection of West Loop 250 North and North Garfield Street), which is presently zoned PD, Planned District for a Shopping Center, by permitting said property to be used under a Specific Use Permit with Term for the sale of all alcoholic beverages in a restaurant for on-premises consumption; making said permit subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9279)
30. At approximately 10:48 A.M. hold a public hearing and consider an ordinance changing the zoning use classification of the property described as a 5,009 square foot portion of Lot 11, Block 11, the Village Addition, City and County of Midland, Texas (Generally located on the northwest corner of the intersection of Andrews Highway and West Wall Street, approximately 300 feet south of Illinois Avenue), which is presently zoned PD, Planned District for a Shopping Center, by permitting said property to be used under a Specific Use Permit with Term for the sale of all alcoholic beverages in a lounge or nightclub for on-premises consumption; making said permit subject to certain conditions and restrictions

contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9280)

31. At approximately 10:54 A.M. hold a public hearing and consider a resolution authorizing the temporary use of land for an outdoor amusement function on Lots 7-9, Block 6, and a 150 foot section of the 100 Block of South Carrizo Street, Original Town, City and County of Midland, Texas (Generally located on the northeast corner of the intersection of South Carrizo Street and West Missouri Avenue); and making said permit subject to certain special conditions and restrictions contained herein. (DEVELOPMENT SERVICES) (2014 - 171)
32. At approximately 10:57 A.M. hold a public hearing and consider a resolution authorizing a temporary special permit for a manufactured home on Lot 7, Block 9, East Midland Addition, City and County of Midland, Texas (Generally located on the northeast corner of the intersection of East Walnut Lane and Madison Street). (DEVELOPMENT SERVICES) (2014 - 172)

MISCELLANEOUS

33. Consider an ordinance amending Title XIII, "Airports", Chapter 5, "Prohibited and Regulated Parking Zones", Section 5, "Public Parking Charges", of the City Code of Midland, Texas; establishing new rates or fares for the public parking areas at the Midland International Airport; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars (\$200.00); and ordering publication. (AIRPORTS) (9281)
34. Consider a motion on a proposed preliminary plat of Westridge Park, Section 29, being a replat of Lot 3, Block 9, Westridge Park Addition, Section 25, City and County of Midland, Texas. (Generally located on the west side of Tradewinds Boulevard, approximately 400 feet south of Legends Boulevard.) (DEVELOPMENT SERVICES)
35. Consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 44.61-acre tract of land which is presently zoned AE, Agriculture Estate District, to be used as a PD, Planned District for a Housing Development; by permitting a 33.99-acre tract of land which is presently zoned AE, Agriculture Estate District, to be used as a 1F-2, One-Family Dwelling District; said tracts being out of Section 1, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas (Generally located on the north side of Solomon Lane, approximately 950 feet east of North Big Spring Street); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9272)
36. Consider an ordinance amending Title V, "Business Regulations", of the City Code of Midland, Texas, by establishing Chapter 11, "Credit Access Businesses", so as to establish a program to register and regulate credit access

businesses within the City of Midland; these credit access businesses are commonly known as “cash advance lenders”, “payday lenders”, and “auto title lenders”; providing for a fee of twenty-five dollars (\$25.00); providing for enforcement beginning on September 1, 2014; negating and dispensing with the culpable mental state requirement; providing for a maximum penalty or fine of five hundred dollars (\$500.00); setting forth an appeal procedure; containing a cumulative clause; containing a savings and severability clause; ordering publication; and establishing an effective date; and the City Council finds it to be in the public interest to make certain amendments to the Midland City Code so as to regulate credit access businesses in areas where Chapter 393 of the Texas Finance Code is silent or does not preempt such regulations. (CITY ATTORNEY’S OFFICE) (9274)

37. Consider a motion making appointments to Midland Football-Soccer and Baseball Complex Development Corporation, Midland-Odessa Urban Transit District Board, Planning and Zoning Commission; and consider motions appointing individuals to all other Boards and Commissions.

EXECUTIVE SESSION

38. Pursuant to Texas Government Code §551.101, the Council will hold an Executive Session which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:
 - a. Section 551.087, Deliberate Economic Development Negotiations
 - a.1. Discuss business prospects that the City seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.
 - b. Section 551.071, Consultation with the City Attorney
 - b.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.
 - b.2. Discuss legal issues related to Chapter 2007 of the Texas Government Code.

Respectfully Submitted,

Courtney B. Sharp
City Manager

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



City of Midland
Office Memorandum

DATE: 5/20/2014

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution canvassing the returns and declaring the results of the May 10, 2014 Special Election for one City Officer.

The proposed resolution canvasses the returns and declares the results of the May 10, 2014 special election for one City Council Member At-Large.

The swearing in of the new officer will immediately follow approval of this item.

RESOLUTION NO. _____

**RESOLUTION CANVASSING THE RETURNS AND
DECLARING THE RESULTS OF THE MAY 10, 2014
SPECIAL ELECTION FOR ONE CITY OFFICER**

WHEREAS, a special election was held on the 10th day of May, 2014, for the purpose of electing one City Council Member At-Large; and

WHEREAS, it is hereby found and determined that said election was held in accordance with the authorized procedures, that notice of the election was duly given in the form, manner, and time required by law, and that said election was in all respects legally held and conducted in accordance with the laws of the State of Texas applicable thereto; and

WHEREAS, it is necessary for the City Council to canvass the returns of said election and to declare the results thereof;

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

SECTION ONE. That the state of the polls in each precinct is shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes.

SECTION TWO. That from the returns duly and legally made, there were _____ valid and legal voters; and that each of the candidates in said election received the following votes:

CITY COUNCIL MEMBER AT-LARGE

Name	Number of Votes
Keith McLelland	_____
Spencer Robnett	_____

SECTION THREE. That said election was duly called, notice thereof given, and held in accordance with the laws of the State of Texas governing the same; that the following named person, having received the highest number of votes cast for the office, is declared duly elected for the remainder of the three (3) year term ending in 2016 subject to his qualifying and taking the required oath.

Spencer Robnett, Council Member At-Large

SECTION FOUR. That immediately upon passage of this resolution, or as soon thereafter as reasonably practical, the City Secretary is hereby authorized and directed to obtain the sworn and acknowledged statement of elected officer required by Article 16, Section 1(b) of the Constitution of the State of Texas from the duly elected individual listed in Section Three, above.

SECTION FIVE. That after obtaining the statement of elected officer as required by Section Four, above, the City Secretary, or her designee, shall administer the oath of office required by Article 16, Section 1(a) of the Constitution of the State of Texas to the duly elected individual listed in Section Three, above.

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 special meeting on the _____ day of _____, A.D., 2014, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

**MIDLAND CITY COUNCIL
MINUTES
May 06, 2014**

BRIEFING SESSION

The City Council convened in a Briefing Session in the basement conference room, City Hall, Midland, Texas, at 9:00 a.m. on May 06, 2014.

Council Members present: Mayor Jerry F. Morales, Council Member Jeff Sparks (District 1), Mayor Pro Tem John Love (District 2), Council Member Sharla Hotchkiss (District 3), and Council Member J.Ross Lacy (District 4).

Council Members absent: Council Member Scott Dufford (At-Large).

Staff members present: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, Assistant City Manager Robert Patrick, City Secretary Amy Turner, Interim Utilities Director Holly Rosas McGrath, Interim Utilities Director Matt Irvin, Finance Director Pam Simecka, Development Services Director Charles Harrington, Building Official Steve Thorpe, Traffic Engineer Mike Pacelli, Customer Service Manager Tony Goyang, Public Information Officer Sara Higgins, Accounting Manager Kim Watkins, and Senior Planner Kevin Crosby.

1. Receive an update from Midland County Fresh Water Supply District No. 1 regarding the Clearwater Project.

Jay Edwards of Midland County Fresh Water District presented a Power Point reviewing the timeline of the Clearwater Project noting they expect to have the sale of bonds by the end of May. He reported the construction companies are carrying the interim financing because their contracts outline they will not be paid until the notes are sold. They will be selling the notes directly to the banks at a 3.33% rate.

Finance Director Pam Simecka reviewed the rating process the City went through with T-Bar noting the Clearwater Project bonds were included when they did the rating.

Mr. Edwards reported 16 of the 31 wells have been drilled and the quality of the water is pristine. The water will be blended with water from T-Bar. Approximately 90 percent of the pipeline to T-Bar has been installed and they expect to be done by late summer or early fall. He shared pictures of the construction.

Robert Rendall noted that the contract requires financing to be completed by May 1. Although the financing portion is complete, the bonds will not be sold until the third week of May. Therefore, he is asking Council to amend the contract to change the closing date to May 31.

Mr. Edwards answered other questions of the City Council regarding electricity and generators.

2. Receive an update on the new long-term covered parking lot at Midland International Airport and discuss proposed airport parking rates structure.

Assistant Airports Director Justine Ruff reported the Airports Director previously reported in 2012 about parking shortages at the Airport noting the covered parking lot has been full for years. They are now drawing to close on the construction of the new covered parking lot and need to come to City Council to consider changing the parking rates. She shared current rates versus proposed rates and compared them to other airport parking rates. She shared pictures of the new parking lot noting they expect to open in July. Ms. Ruff reported that there is about \$300,000 in leftover bond money from another project and explained they plan to expand this project by installing an enhanced crosswalk and automated pay stations.

Deputy City Manager Tommy Hudson reported that they will come before the City Council at their next meeting with the proposed rate changes.

3. Receive information from Development Services and Engineering Services regarding street right-of-way for the City of Midland.

Development Services Director Chuck Harrington introduced Midland's new Traffic Engineer, Mike Pacelli. Mr. Harrington gave a presentation explaining the current right-of-way requirements for the various streets and shared the new numbers for right-of-way requirements. The intent is to look at how subdivisions are laid out noting they do not want houses facing arterials on residential streets to speed up the flow of traffic on collectors. He shared pictures of how streets would be laid out with the new right-of-way requirements many of which that would include a median.

They will bring an ordinance back for Council approval on May 20 to consider changing requirements for rights-of-way.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 9:50 a.m.

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:02 a.m., May 06, 2014.

Council Members present: Mayor Jerry F. Morales, Council Member Jeff Sparks (District 1), Mayor Pro Tem John Love (District 2), Council Member Sharla Hotchkiss (District 3), and Council Member J.Ross Lacy (District 4).

Council Members absent: Council Member Scott Dufford (At-Large).

Staff members present at the annex table: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, and Assistant City Manager Robert Patrick.

The Agenda Items were heard in the following order: 1, 2, 3, 4, 6, 7, 8, 9, 11, 13, 14, 15, 17, 18, 19, 20, 21, 22, 24, 5a, 10, 12, 16, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45.

OPENING ITEMS

1. Invocation - Deputy City Manager Tommy Hudson
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Council Member Sparks presented a Proclamation for "Public Service Recognition Week".
 - b. Council Member Lacy presented a Proclamation for "Motorcycle Safety and Awareness Month".
 - c. Finance Director Pam Simecka presented to Mayor Morales the 19th Annual Distinguished Budget Presentation Award from the Government Finance Officers Association.
 - d. Council Member Love presented a proclamation for "Brain Tumor Awareness Month".

PUBLIC COMMENT

4. Receive public comments where individuals may address the City Council on City related issues and projects. 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.)

Andy Lasater, Odessa, reported he owns three stores known as payday lender stores and noted this type of business is already heavily regulated. He described his customers noting they were of all ages who have a pressing need for capital. Many of his customers cannot qualify for a traditional loan or do not have the desire to wait for the time required to obtain a traditional loan. His customers see this type of loan as a sensible alternative to overdraft fees, bounced check fees and late fees. He reported this type of business is seen as predatory that puts people in a cycle of debt. He reported that is not an accurate description of his business. If it was, he wouldn't have so many repeat customers who needed quick cash. He believes the action Council will be taking today will be a detriment to the people he serves and would likely put him out of business. He asked for the ordinance to be put on hold and invited each Council Member to look at all sides of the issues. He has quarterly and annual reports and is willing to share those with the Council.

Mark Roush, 501 Carol Lane, would like to build a shop but due to restrictions in the area would like to ask for a variance to be equitable with other buildings in the area. Council Member Sparks reported he asked this gentleman to speak to remind himself to speak to staff.

CONSENT AGENDA

Council Member Love moved to approve Consent Agenda items 5 - 24 excluding 5a, 10, 12, 16, 23; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

6. Approved a resolution amending Resolution 2014-076; an agreement with Route Smart Technologies, Inc. for the purchase of Solid Waste Route Optimization software for the Solid Waste Department in the amount of \$98,200.00. (PURCHASING)

RESOLUTION NO. 2014 - 140

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO RESOLUTION NO. 2014-076 AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROUTESMART TECHNOLOGIES INCORPORATED, OF COLUMBIA, MARYLAND FOR THE PURCHASE OF SOLID WASTE ROUTE OPTIMIZATION SOFTWARE AND ASSOCIATED TRAVEL AND CONTINGENCIES AT A TOTAL COST OF \$98,200.00; AND APPROPRIATING FUNDS; AND THE AGREEMENT PROVIDES FOR SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AND TRAINING; SAID AMENDMENT TO INCLUDE WAIVING THE PAYMENT AND PERFORMANCE BOND REQUIREMENTS

7. Approved a resolution approving a contract for two (2) years with Alldredge Gardens, LP for turf and landscape management for a total cost of \$3,992,948.00 for the Community Services Department. (PURCHASING)

RESOLUTION NO. 2014 - 141

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR TURF AND LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF MIDLAND PARKS, ATHLETIC FIELDS, AND OTHER CITY PROPERTIES MAINTAINED WITHIN THE PARKS AND RECREATION DIVISION FROM THE SOLE BIDDER, ALLDREGE GARDENS, L.P., IN THE AMOUNT OF \$3,992,948.00 FOR TWO YEARS; AND WAIVING THE PAYMENT AND PERFORMANCE BONDS

8. Approved a resolution approving the issuance of a request for proposals for a Comprehensive Plan Review for the Development Services Department. (PURCHASING)

RESOLUTION NO. 2014 - 142

RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A COMPREHENSIVE PLAN REVIEW REGARDING THE FUTURE GROWTH AND DEVELOPMENT FOR THE CITY OF MIDLAND THROUGH 2025 FOR THE DEVELOPMENT SERVICES DEPARTMENT; SAID PLAN WILL INCLUDE SIGNIFICANT PUBLIC INVOLVEMENT, A STRONG EMPHASIS ON LAND USE AND PUBLIC IMPROVEMENTS, AND WILL INCLUDE INFORMATION GATHERED FROM OTHER CITY PLANS, SUCH AS THE PARKS MASTER PLAN, IN ORDER TO CREATE A SINGLE PLAN THAT WILL GUIDE FUTURE GROWTH AND DEVELOPMENT FOR THE CITY OF MIDLAND THROUGH 2025

9. Approved a resolution approving plans and specifications and authorizing advertisement for bids for renovations at Hogan Park Golf Course which will include cart path

additions, re-turfing several areas and rebuilding of certain tees for the Community Services Department. (PURCHASING)

RESOLUTION NO. 2014 - 143

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR RENOVATIONS AT HOGAN PARK GOLF COURSE, SAID RENOVATIONS WILL INCLUDE CART PATH ADDITIONS, RE-TURFING SEVERAL AREAS, AND THE REBUILDING OF CERTAIN TEES

11. Approved a resolution authorizing the execution of the fourth amendment to the Wholesale Water Delivery Agreement. (CITY ATTORNEY'S OFFICE)

RESOLUTION NO. 2014 - 145

RESOLUTION AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE WHOLESALE WATER DELIVERY AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, REGARDING THE CITY'S WATER SUPPLY IN WINKLER COUNTY AND LOVING COUNTY, TEXAS

13. Approved a resolution appropriating \$100,000 toward an anti-litter campaign from the sanitation fund. (CITY MANAGER'S OFFICE)

RESOLUTION NO. 2014 - 147

RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS FOR AN ANTI-LITTER CAMPAIGN FROM THE SANITATION FUND IN THE AMOUNT OF \$100,000.00; A PORTION OF SAID FUNDS WILL BE USED FOR ADVERTISING AND PROMOTING THE ANTI-LITTER CAMPAIGN THROUGH TELEVISION AND RADIO ADVERTISEMENTS, BILLBOARDS, AND OTHER FORMS OF ADVERTISEMENT; AND APPROPRIATING FUNDS

14. Approved a resolution approving the MDC and Frito-Lay Economic Development Agreement. (CITY MANAGER'S OFFICE)

RESOLUTION NO. 2014 - 148

RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND ROLLING FRITO-LAY SALES, LP, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE

15. Approved a resolution approving the MDC & Frito-Lay Real Estate Purchase Agreement. (CITY MANAGER'S OFFICE)

RESOLUTION NO. 2014 - 149

RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND ROLLING FRITO-LAY SALES, LP, REGARDING THE MIDLAND DEVELOPMENT CORPORATION'S SALE OF LOT 10, BLOCK 10, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 5, MIDLAND, MIDLAND COUNTY, TEXAS, TO ROLLING FRITO-LAY SALES, LP

17. Approved a resolution authorizing the execution of an agreement with Rock the Desert Ministries, Incorporated to promote tourism and the convention/hotel industry in Midland. (CITY SECRETARY'S OFFICE)

RESOLUTION NO. 2014 - 151

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROCK THE DESERT MINISTRIES, INCORPORATED AS AUTHORIZED BY CHAPTER 351 OF THE TEXAS TAX CODE; THE FUNDS ALLOCATED BY THIS RESOLUTION SHALL BE USED TO PROMOTE TOURISM AND THE MOTEL AND HOTEL INDUSTRY; THE ALLOCATED FUNDS ARE EXPENDED IN A MANNER DIRECTLY ENHANCING AND PROMOTING TOURISM AND THE MOTEL AND HOTEL INDUSTRY; THE USE AND ALLOCATION OF THESE FUNDS ARE AUTHORIZED BY CHAPTER 351 OF THE TEXAS TAX CODE; AND THE APPROVAL OF THIS RESOLUTION SHOULD NOT BE CONSTRUED OR INTERPRETED AS ENDORSING THE MESSAGE OR ACTIVITIES PROMOTED BY ROCK THE DESERT MINISTRIES, INCORPORATED; AND ROCK THE DESERT MINISTRIES, INCORPORATED IS REQUIRED TO PROVIDE INSURANCE PRIOR TO THE EVENT AND THE CITY SECRETARY SHALL ENSURE THAT THE INSURANCE IS RECEIVED AND APPROVED PRIOR TO THE ROCK THE DESERT EVENT; AND ALLOCATING FUNDS

18. Approved a resolution amending contract number 2004-188 between the Hospital District and the City of Midland, Texas as authorized by chapter 791 of the Texas Government Code to provide insurance billing for the City of Midland Health Department. (COMMUNITY SERVICES)

RESOLUTION NO. 2014 - 152

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO RESOLUTION NO. 2004-188 APPROVING AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF MIDLAND, TEXAS AND THE MIDLAND COUNTY HOSPITAL DISTRICT AS AUTHORIZED BY CHAPTER 791 OF THE TEXAS GOVERNMENT CODE; SAID AMENDMENT TO INCLUDE PROVIDING INSURANCE BILLING FOR THE CITY OF MIDLAND HEALTH DEPARTMENT

19. Approved an amendment to Resolution 2013-444 for an Oil and Gas Well Drilling Permit to High Sky Partners, LLC (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Mask No 1002D) located 1176 feet from the south line and 825 feet from the west line located in Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of the extension of Mockingbird Lane, approximately 825 feet east of the extension of North Garfield Street). (DEVELOPMENT SERVICES)

RESOLUTION NO. 2014 - 153

RESOLUTION APPROVING AN AMENDMENT TO THE PERMIT ISSUED TO HIGH SKY PARTNERS, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 1,176 FEET FROM THE SOUTH LINE AND 825 FEET FROM THE WEST LINE, SECTION 10, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF THE EXTENSION OF MOCKINGBIRD LANE, APPROXIMATELY 825 FEET EAST OF THE EXTENSION OF NORTH GARFIELD STREET); SAID AMENDMENT AUTHORIZES THE RELOCATION OF THE ACCESS ROAD, TANK BATTERY, FRAC

PIT, AND ELECTRIC LINES.

20. Approved an amendment to Resolution 2013-443 for an oil and gas well drilling permit to High Sky Partners, LLC (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Mask No 1001) located 773 feet from the south line and 825 feet from the west line located in Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of the extension of Mockingbird Lane, approximately 825 feet east of the extension of North Garfield Street). (DEVELOPMENT SERVICES)

RESOLUTION NO. 2014 - 154

RESOLUTION APPROVING AN AMENDMENT TO THE PERMIT ISSUED TO HIGH SKY PARTNERS, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 773 FEET FROM THE SOUTH LINE AND 825 FEET FROM THE WEST LINE, SECTION 10, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF THE EXTENSION OF MOCKINGBIRD LANE, APPROXIMATELY 825 FEET EAST OF THE EXTENSION OF NORTH GARFIELD STREET); SAID AMENDMENT AUTHORIZES THE RELOCATION OF THE ACCESS ROAD, TANK BATTERY, FRAC PIT, AND ELECTRIC LINES.

21. Approved an amendment to Resolution 2013-445 for an oil and gas well drilling permit to High Sky Partners, LLC (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Mask No 1003) located 513 feet from the south line and 1773 feet from the west line located in Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of the extension of Mockingbird Lane, approximately 1773 feet east of the extension of North Garfield Street). (DEVELOPMENT SERVICES)

RESOLUTION NO. 2014 - 155

RESOLUTION APPROVING AN AMENDMENT TO THE PERMIT ISSUED TO HIGH SKY PARTNERS, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 513 FEET FROM THE SOUTH LINE AND 1,773 FEET FROM THE WEST LINE, SECTION 10, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF THE EXTENSION OF MOCKINGBIRD LANE, APPROXIMATELY 1,773 FEET EAST OF THE EXTENSION OF NORTH GARFIELD STREET); SAID AMENDMENT AUTHORIZES THE RELOCATION OF THE ACCESS ROAD, TANK BATTERY, FRAC PIT, AND ELECTRIC LINES.

22. Approved a resolution to execute a Right-of-Way License and a Surface Damage Agreement with ATLAS PIPELINE MID-CONTINENT WESTEX, LLC for the installation and maintenance of a natural gas pipeline, not to exceed 8 inches in diameter, located in Block 37, Section 9, T3S, T&P RR Survey Co, Midland County, Texas. (ENGINEERING SERVICES)

RESOLUTION NO. 2014 - 156

RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND, TEXAS AND ATLAS PIPELINE MID-CONTINENT WESTEX, LLC; SAID RIGHT-OF-WAY LICENSE IS FOR ENTERING CITY OF MIDLAND'S PROPERTY FOR THE PURPOSE OF PLACING, INSTALLING,

CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REPLACING AND REMOVING A NATURAL GAS PIPELINE AND TO HAVE THE RIGHT OF INGRESS AND EGRESS AT CONVENIENT POINTS FOR SUCH PURPOSE; THE PROPERTY IS LOCATED IN MIDLAND COUNTY, TEXAS, BEING SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO., SURVEY, RECORDED IN VOLUME 1278, PAGE 577, DEED RECORDS OF MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR FIVE (5) YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL FIVE (5) YEAR TERM UPON 120 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

24. Approved a resolution authorizing the execution of a Professional Service Agreement with Enprotec / Hibbs & Todd Inc. for professional services billed on an hourly basis not to exceed \$150,000. Professional services include but are not limited to planning, engineering, and administration services, to assist the Engineering Services Department and the Development Services Department with the development review process. (ENGINEERING SERVICES)

RESOLUTION NO. 2014 - 158

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC/HIBBS & TODD, INC. FOR PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO PLANNING, ENGINEERING, AND ADMINISTRATION SERVICES FOR DEVELOPMENT REVIEW SERVICES TO ASSIST THE ENGINEERING SERVICES DEPARTMENT AND THE DEVELOPMENT SERVICES DEPARTMENT; THE CONSULTANT SHALL REVIEW PLATS, PLANS, CONSTRUCTION PLANS, AND DRAINAGE ISSUES AND OTHER ITEMS; AND AUTHORIZING PAYMENT THEREFOR; AND THE AGREEMENT IS FOR \$150,000.00

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

5. Consider a motion approving the following minutes: Regular Meeting of April 22, 2014.

Council Member Sparks reported the minutes regarding dilapidated structures reflected an address of 508 S. Lamesa when they were actually discussing 500 S. Lamesa.

City Manager Sharp noted the gentleman lives at 508 S. Lamesa but the property Council discussed was located at 500 S. Lamesa.

Council Member Lacy moved to approve the minutes of the Regular Meeting of April 22, 2014 with the correction that the property discussed was located at 500 S. Lamesa; seconded by Council Member Hotchkiss. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

10. Consider a resolution approving labor, material, equipment and supervision necessary for the purchase and installation of heating and cooling systems in the gym and in the weight room at the Martin Luther King, Jr. Community Center from the sole bidder, First Service Air Conditioning Contractors, Inc., for a total cost of \$83,986.00 for the Community Services Department; and appropriating funds. (PURCHASING)

RESOLUTION NO. 2014 - 144

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR LABOR, MATERIAL, EQUIPMENT AND SUPERVISION NECESSARY FOR THE PURCHASE AND INSTALLATION OF HEATING AND COOLING SYSTEMS IN THE GYM AND WEIGHT ROOM LOCATED AT THE MARTIN LUTHER KING, JR. COMMUNITY CENTER FROM THE SOLE BIDDER, FIRST SERVICE AIR CONDITIONING CONTRACTORS, INCORPORATED, IN THE AMOUNT OF \$83,986.00; AND APPROPRIATING FUNDS

Council Member Sparks noted that Council will actually be approving the release of \$175,000. Since the air conditioning came under budget, he asked Staff to explain the other exciting things going on at the MLK.

Community Services Director Tina Jauz reported the MLK center was renovated and reopened in 2011. Since that time there are some items they would like to address including adding air conditioning and heating in the gymnasium and training room and installing a new video board marquis to replace the one that is not working. Their bids came in under budget but they are requesting to use the entire amount to complete some other small projects.

Council Member Sparks moved to adopt Resolution No. 2014 - 144; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

12. Consider a resolution accepting the retirement of the City Attorney. (CITY ATTORNEY'S OFFICE)

RESOLUTION NO. 2014 - 146

RESOLUTION ACCEPTING THE RETIREMENT OF THE CITY ATTORNEY EFFECTIVE AT 5:00 P.M. ON FEBRUARY 28, 2015; AND AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF MIDLAND, AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE CITY ATTORNEY

Council Member Love reported he did not want to accept this but realizes it is necessary. He recognized and thanked City Attorney Stretcher for his service. The Council thanked the City Attorney for his service.

Council Member Love moved to adopt Resolution No. 2014 - 146; seconded by Council Member Hotchkiss. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

16. Consider a resolution approving an amendment to the MDC & Kenneth Huseman Family Limited Partnership Economic Development Agreement. (CITY MANAGER'S OFFICE)

RESOLUTION NO. 2014 - 150

RESOLUTION APPROVING AN AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE KENNETH HUSEMAN FAMILY LIMITED PARTNERSHIP FOR A WATER LINE EXTENSION AND A SEWER COLLECTION SYSTEM TO SERVE A 48.36-ACRE

TRACT LOCATED IN SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND, MIDLAND COUNTY, TEXAS, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE

Council Member Love asked why the project is being extended.

Assistant City Engineer Jeff Cohen reported the delay was with TxDOT because they had a concern with bore pits being located so close to travel lanes. It has since moved forward and is underway.

Council Member Sparks moved to adopt Resolution No. 2014 - 150; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

23. Consider a resolution to execute a Right-of-Way License and a Surface Damage Agreement with ATLAS PIPELINE MID-CONTINENT WESTEX, LLC for the installation and maintenance of a natural gas pipeline, not to exceed 8 inches in diameter, located in Block 37, Section 24 T3S, T&P RR Survey Co, Midland County, Texas. (ENGINEERING SERVICES)

RESOLUTION NO. 2014 - 157

RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND, TEXAS AND ATLAS PIPELINE MID-CONTINENT WESTEX, LLC; SAID RIGHT-OF-WAY LICENSE IS FOR ENTERING CITY OF MIDLAND'S PROPERTY FOR THE PURPOSE OF PLACING, INSTALLING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REPLACING AND REMOVING A NATURAL GAS PIPELINE AND TO HAVE THE RIGHT OF INGRESS AND EGRESS AT CONVENIENT POINTS FOR SUCH PURPOSE; THE PROPERTY IS LOCATED IN MIDLAND COUNTY, TEXAS, BEING SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO., SURVEY, RECORDED IN VOLUME 1508, PAGE 593, DEED RECORDS OF MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR FIVE (5) YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL FIVE (5) YEAR TERM UPON 120 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

Council Member Love reported Bill Hodge asked him to pull the item.

GIS Manager Bill Hodge reported there are two right-of-way contracts on the docket this morning both with Spraberry. He reported that for this item they have received word that they will be moving the pipeline. Therefore the contract cannot move forward without a modification. They are requesting to authorize the City Manager to execute the contract once the final terms have been set.

Council Member Sparks moved to adopt Resolution No. 2014-157 with the amendment to allow the City Manager authority to make changes and execute the documents; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

SECOND READINGS

25. Consider an ordinance on second reading declaring certain structures as dangerous, dilapidated and public nuisances, and ordering their removal or securing. (DEVELOPMENT SERVICES)

ORDINANCE NO. 9261

AN ORDINANCE DECLARING CERTAIN STRUCTURES LOCATED AT 500 NORTH LAMESA ROAD, 105 EAST LOUISIANA AVENUE, 608 SOUTH JACKSON STREET, 427 WEST SPRUCE AVENUE, 506 SOUTH TYLER STREET, 708 EAST TEXAS AVENUE, 710 NORTH MAIN STREET, 901 NORTH WEATHERFORD STREET, 1408 WAYSIDE DRIVE, 1509 SOUTH DALLAS STREET, AND 303 MAPLE AVENUE TO BE DILAPIDATED, SUBSTANDARD OR UNFIT FOR HUMAN HABITATION AND A HAZARD TO THE PUBLIC HEALTH, SAFETY AND WELFARE; ORDERING THEIR DESTRUCTION OR REMOVAL; DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE; AND DIRECTING THE BUILDING OFFICIAL TO DELIVER A COPY OF THIS ORDINANCE TO AFFECTED OWNERS, LIENHOLDERS AND MORTGAGEES; SAID ORDINANCE BEING AUTHORIZED BY CHAPTER 214 OF THE TEXAS LOCAL GOVERNMENT CODE

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9261.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 9261 in accordance with the Charter of the City of Midland; seconded by Council Member Lacy.

Council Member Love asked if there had been any changes since the first reading. Building Official Steve Thorpe reported on the work that has been completed and asked that those properties remain in the order to ensure that the work is completed.

The motion carried by the following vote: AYE: Hotchkiss, Sparks, Morales, Lacy. NAY: None. ABSTAIN: Love. ABSENT: Dufford.

26. Consider an ordinance on second reading on a request by Leon Capital Group for a zone change from FD, Future Development District to O-2, Office District on a 3.30-acre tract; MF-1, Multiple-Family Dwelling District on an 11.74-acre tract; and to LR-2, Local Retail District on a 23.92-acre tract on Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of Avalon Drive and Deauville Boulevard.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9262

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 3.30-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN O-2, OFFICE DISTRICT; BY PERMITTING AN 11.74-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN MF-1, MULTIPLE-FAMILY DWELLING DISTRICT; BY PERMITTING A 23.92-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT; SAID TRACTS BEING OUT OF LOT 7A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE

INTERSECTION OF AVALON DRIVE AND DEAUVILLE BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9262.

Council Member Love moved to approve the second and final reading of Ordinance No. 9262 in accordance with the Charter of the City of Midland; seconded by Council Member Lacy.

Council Member Lacy moved to defer the item until the changes are made to the traffic impact analysis.

City Manager Courtney Sharp reported that no building permits will be issued until the traffic impact analysis has been completed.

Melanie Muha, representing the developer, reported they were requested by Council during the first hearing to provide a letter updating the traffic analysis. She was informed that the issuance of a building permit would be conditional upon receiving that update. In 2012 they completed a traffic analysis for the area. The update will show changes to residential which ultimately would show a reduction in traffic. That letter could be provided in a couple of days.

The motion to defer carried by the following vote: AYE: Hotchkiss, Sparks, Lacy. NAY: Love, Morales. ABSTAIN: None. ABSENT: Dufford.

27. Consider an ordinance on second reading on a request by Troy Hunt Homes, for a zone change from AE, Agricultural Estate District to PD, Planned District for a Housing Development on a 3.03-acre tract of land out of Section 7, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the east side of Holiday Hill Road, approximately 300 feet north of Mockingbird Lane.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9263

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 3.03-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST SIDE OF HOLIDAY HILL ROAD, APPROXIMATELY 300 FEET NORTH OF 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9263.

Council Member Sparks moved to approve the second and final reading of Ordinance

No. 9263 in accordance with the Charter of the City of Midland; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

28. Consider an ordinance on second reading on a request by Larry Miller (Midland Holiday Inn Lodging, LLC) for a zone change from PD, Planned District for a Shopping Center to Amended Planned District on Lot 4, Block 2, Westridge Park Addition, Section 7, City and County of Midland, Texas. (Generally located near the west side of N. Loop 250 West, approximately 700 feet south of Andrews Highway.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9264

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 4, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED NEAR THE WEST SIDE OF NORTH LOOP 250 WEST, APPROXIMATELY 700 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9264.

Council Member Love moved to approve the second and final reading of Ordinance No. 9264 in accordance with the Charter of the City of Midland; seconded by Council Member Hotchkiss. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

29. Consider an ordinance on second reading on a request by Dusty Evans for a zone change from AE, Agriculture Estate District to LR-2, Local Retail District on a 1.50-acre tract of land out of Section 8, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located approximately 460 feet west of N. Midkiff Road, and approximately 750 feet north of Mockingbird Lane.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9265

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.50-ACRE TRACT OF LAND OUT OF SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 460 FEET WEST OF NORTH MIDKIFF ROAD, AND APPROXIMATELY 750 FEET NORTH OF 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9265.

Council Member Love moved to approve the second and final reading of Ordinance No.

9265 in accordance with the Charter of the City of Midland; seconded by Council Member Lacy.

Council Member Sparks asked if Mr. Evans is aware of the request for right-of-way. Planning Division Manager Jim Compton reported he was aware.

The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

30. Consider an ordinance on second reading on a request by Amit Garg – Olivia Management, LLC for a zone change from LR-2, Local Retail District to BP, I-20 Business Park District on a 5.70-acre tract of land out of Section 2, Block 39, T-2-S, T&P RR Company Survey, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of S. Lamesa Road and E. Interstate Hwy 20.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9266

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 5.70-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH LAMESA ROAD AND EAST INTERSTATE HIGHWAY 20); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9266.

Council Member Love moved to approve the second and final reading of Ordinance No. 9266 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

31. Consider an ordinance on second reading on a request by Kathie Grozdanich / Wings and More for a Specific Use Permit with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on Lot 3G, Block 6, Scotsdale Addition, Nineteenth Section, City and County of Midland, Texas. (Generally located on the south side of W. Wadley Avenue, approximately 525 feet west of N. Midland Drive.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9267

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 3G, BLOCK 6, SCOTSDALE ADDITION, NINETEENTH SECTION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 550 FEET WEST OF NORTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC

BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9267.

Council Member Love moved to approve the second and final reading of Ordinance No. 9267 in accordance with the Charter of the City of Midland; seconded by Council Member Hotchkiss. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

32. Consider an ordinance on second reading amending Title V, Business Regulations" of the City Code of Midland, Texas, Chapter 10, "Sidewalk Sales and Selling from Fixed Locations." (CITY ATTORNEY'S OFFICE)

ORDINANCE NO. 9270

AN ORDINANCE AMENDING TITLE V, "BUSINESS REGULATIONS", CHAPTER 10, "SIDEWALK SALES AND SELLING FROM FIXED LOCATIONS", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO MAKE COMPREHENSIVE REVISIONS TO THE REGULATION OF SIDEWALK SALES AND SELLING FROM FIXED LOCATIONS WITHIN THE CITY OF MIDLAND; SETTING FORTH REQUIREMENTS FOR ISSUANCE OF CERTIFICATES, PERMITS, AND LICENSES; PROVIDING FOR A FEE OF ONE HUNDRED DOLLARS (\$100.00) FOR FIXED LOCATION PERMITS AND LICENSES; PROVIDING FOR IMPOUNDMENT UPON FAILURE TO COMPLY WITH AN ORDER TO CEASE OPERATION; SETTING FORTH APPEAL PROCEDURES; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS (\$500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9270.

Council Member Love moved to approve the second and final reading of Ordinance No. 9270 in accordance with the Charter of the City of Midland; seconded by Council Member Lacy.

Council Member Lacy asked if once the ordinance is approved, if Code Enforcement will be implementing it. Building Official Steve Thorpe reported Code Enforcement will be issuing warnings and will advise vendors of the steps they need to take to become compliant.

The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

PUBLIC HEARINGS

33. At approximately 10:30 a.m. hold a public hearing and consider a resolution of the City Council of Midland, Texas, making a finding, pursuant to Chapter 26 of the Texas Parks and Wildlife Code, that there is no feasible and prudent alternative to the extension of a lease at Hogan Park (generally located approximately 1,100 feet north of the Centerline of East Wadley Avenue, and 132 feet east of North Lamesa Road) for use of a cell tower used for transmission and reception of communication signals. (COMMUNITY SERVICES)

RESOLUTION NO. 2014 - 159

RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS MAKING A FINDING, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 0.046-ACRE TRACT OF LAND AND AN APPROXIMATE 0.145-ACRE TRACT OF LAND LOCATED IN HOGAN PARK FROM PUBLIC PARK USE TO USE UNDER A TOWER LEASE AGREEMENT WITH GTP TOWERS IV, LLC FOR SITE SPACE INTENDED FOR CELLULAR TELECOMMUNICATIONS EQUIPMENT; SAID 0.046-ACRE TRACT OF LAND AND SAID 0.145-ACRE TRACT OF LAND ARE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, BLOCK 39, T-1-S, T&P RR CO., SURVEY, CITY AND COUNTY OF MIDLAND COUNTY, TEXAS, AND BEING PORTIONS OF HOGAN PARK (GENERALLY LOCATED APPROXIMATELY 1,100 FEET NORTH OF EAST WADLEY AVENUE, AND 132 FEET EAST OF NORTH LAMESA ROAD)

Chief Information Officer Sharlett Chowning gave a brief overview of the item noting the tower has existed in the same spot for the previous ten years at Hogan Park.

Mayor Morales opened the public hearing at 11:07 a.m.

Marcella Olson, Ft. Worth, on behalf of GTE, reported the tower has been in place since 2004 and nothing has changed. They are bringing forth a lease extension changing the lease from \$750 to \$2500 or half of the revenue of subleases, whichever is greater. The lease also allows the provision for the City to place telecommunications equipment on the tower.

City Attorney Stretcher reported on the procedures needed to be adhered to when dealing with park lands due to a change in the law. This item will come back in 30 days.

Council Member Hotchkiss asked if this is a threatening use. City Attorney Stretcher reported it was not as long as the City went through the process and waited 30 days. He further explained that if it was a public emergency such as a water line rupture, then the City could proceed immediately.

There being no one else wishing to speak, the public hearing was closed at 11:15 a.m.

Council Member Sparks moved to adopt Resolution No. 2014 - 159; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

34. At approximately 10:33 a.m. hold a public hearing regarding a proposed oil and gas permit to Endeavor Energy Resources, L.P. (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Madden #1) located 1050 feet from the west line and 1,467

feet from the south line located in Section 3, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of the Cotton Flat Road, approximately 900 feet north of West Interstate Highway 20.) This is a public hearing only. No further action will be taken. (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting Endeavor has two wells. The Oil & Gas Advisory Committee's recommendations have been completed and no variance has been requested.

Mayor Morales opened the public hearing at 11:18 a.m.

Jim Prince, 6101 N. State Highway 349, owns the property adjacent to this location. He asked what the distance was from the existing facilities to the well location, noting there is an existing 36-unit apartment complex in the area. He also noted there are plans for more apartment complexes in the area and wanted to ensure that the 500 foot distance was maintained.

Mr. Jenkins reported the apartment complex was outside of the 500-foot radius and shared the survey received from Endeavor. He clarified that the 500-foot distance is from the well location to the buildings and not to the property line. Council Member Love noted that for the future apartment complexes, the developer can apply for a variance if they will be building within 500 feet of the well.

Josh Harrison, 5112 Greentree, noted he is representing Endeavor. Council Member Lacy reported he had a well located on property he owned and had difficulty working with Endeavor on that well. He does not want to put others in that same situation. He reported the well on his property had numerous violations and did not operate under the regulations of the Railroad Commission. Those issues were never addressed by the company. Mr. Harrison responded that he is not aware of his situation but would be glad to hear more about it. He has worked with Endeavor since 2009 and they are trying to revamp their PR image in that regard. They are not in any way, shape or form trying to cut corners or do anything that is not within compliance.

Council Member Sparks asked Mr. Jenkins about compliance records of operators in Midland. Mr. Jenkins reported that any time he has had an issue with any operator within the City limits he has always had a great response. When he first started there were operators who needed to clean up locations but he gained compliance from all operators.

There being no one else wishing to speak, the public hearing was closed at 11:29 a.m. No further action was taken on this item.

35. At approximately 10:36 a.m. hold a public hearing regarding a proposed oil and gas permit to Endeavor Energy Resources, L.P. (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Madden #2) located 2,173 feet from the west line and 2,273 feet from the south line located in Section 3, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of the Cotton Flat Road, approximately 1,700 feet north of West Interstate Highway 20.) This is a public hearing only. No further action will be taken. (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting it

was the same situation as the previous item. This is a second well located to the north of the Petroleum Museum. The two wells will be sharing a tank battery to the west of this well. There are no occupied residential structures or commercial structures within 500 feet.

Mayor Morales opened the public hearing at 11:31 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

36. At approximately 10:39 a.m. hold a public hearing and consider an ordinance on a request by Schlumberger Technology Corporation for a zone change from BP, I-20 Business Park District to LI, Light Industry District on all of Blocks 1 and 2, Agri-Empresa Subdivision, and an 8.87-acre tract of land out of Block 40, Section 11, T-2-S, T&P Railroad Company Survey, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of West Interstate Highway 20 and South County Road 1250.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9271

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING ALL OF BLOCKS 1 AND 2, AGRI-EMPRESA SUBDIVISION, AND AN 8.866-ACRE TRACT OF LAND OUT OF SECTION 11, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, TO BE USED AS AN LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF WEST INTERSTATE HIGHWAY 20 AND SOUTH COUNTY ROAD 1250); 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

Planning Division Manager Jim Compton gave a brief overview of the item noting it was a request by Schlumberger for a zone change. The applicant will be including additional uses on the property including office space and dry cement powder mixing. Planning & Zoning recommended approval and no letters of opposition have been received.

Mayor Morales opened the public hearing at 11:33 a.m.

Robert Rendall, 550 W. Texas, on behalf of Schlumberger, reported the north of the property is the rail loading facility and to the east is light industrial. The applicant will be using multiple uses on this large tract of land. He noted the proposed zoning is proper for all of the intended uses of the land. When asked if TCEQ would be involved, Mr. Rendall reported they would for the powder mixing but they did not anticipate any issues. There should be much less dust than what is created by the rail facility.

There being no one else wishing to speak, the public hearing was closed at 11:35 a.m.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9271.

Council Member Love moved approval of the first of two readings of Ordinance No. 9271 in accordance with the Charter of the City of Midland; seconded by Council

Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

37. At approximately 10:42 a.m. hold a public hearing and consider an ordinance on a request by James Isbell for a zone change from AE, Agriculture-Estate District to a 44.61-acre tract of PD, Planned District for a Housing Development and a 33.99-acre tract of 1F-2, One-Family Dwelling District. All out of Section 1, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of Solomon Lane, approximately 950 feet east of North Big Spring Street). (DEVELOPMENT SERVICES)

ORDINANCE NO. 9272

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 44.61-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; BY PERMITTING A 33.99-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A 1F-2, ONE-FAMILY DWELLING DISTRICT; SAID TRACTS BEING OUT OF SECTION 1, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 950 FEET EAST OF NORTH BIG SPRING STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Planning Division Manager Jim Compton gave a brief overview of the item noting the proposal was to rezone property for a residential neighborhood development. On the east side of the property there are storage units with a fence that has razor wire where the proposed residential neighborhood would back up to the fence. To address the razor wire issue, staff has two recommendations to put forth. The preferred method is to have the applicant dedicate a 20-foot alley along the west side to provide a buffer. The alternative choice is to require the developer to install an 8-foot tall masonry screening fence. Another alternative would be to add another zoning district to buffer the two uses.

Mayor Morales opened the public hearing at 11:43 a.m.

Jay Reynolds owns the adjacent property and expressed concern about developing 44 acres that was previously open space. Their proposed development comes right up to his property line. He would like to see a buffer between the zones and urged Council to reconsider this issue. He noted that the alley or the 8-foot fence should be the minimum of requirements.

Max Richardson, 110 W. Louisiana, reported this is a very diversified product. There is a pipeline that goes across the property on the east side and four well sites that they are working around. The top of the razor wire fence is 7 feet. There will be 1300 feet of fence that needs to be installed. Requiring an alley will add \$100 per foot or \$6,000 to a lot. An 8-foot fence will cost \$80 per foot which increases the cost to nearly \$5000 per lot. In the area there are houses that have already been built with five lots adjacent to

the warehouse. This property has the same issues. They are proposing a 7-foot wood fence that will be above the razor wire.

Mayor Morales expressed concern of safety, build-up of trash between the two fences, and concern for a child getting stuck between the fences. He noted he would like to sit down with the two parties to see if there is a better way to address the safety issues.

There being no one else wishing to speak, the public hearing was closed at 11:58 a.m.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9272.

Council Member Sparks noted there are have been nearly 2,000 lots approved for development in the area and that Council can approve them much more quickly than developers can build. He felt this was an ill-conceived development. Just because a mistake of approving this type of use had been approved in the past, did not mean Council should repeat the same mistake.

Council Member Hotchkiss moved to defer item to next meeting; seconded by Council Member Love. The motion carried by the following vote: AYE: Hotchkiss, Love, Morales. NAY: Sparks, Lacy. ABSTAIN: None. ABSENT: Dufford.

Mayor Morales noted he would meet with both parties to see if a better solution could be found.

38. At approximately 10:45 A.M. hold a public hearing and consider an ordinance on a request by Johnny Reyes for a for a zone change from PD, Planned District for a Recreation Center to CE, Country Estate District on Lot 1, Block 1, Rolling Green Acres Addition, City and County of Midland, Texas. (Generally located on the north side of East Highway 80, approximately 400 feet west of Todd Drive.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9273

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, ROLLING GREEN ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A RECREATION CENTER, TO BE USED AS A CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST HIGHWAY 80, APPROXIMATELY 400 FEET WEST OF TODD 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

Planning Division Manager Jim Compton gave a brief overview of the item noting it was previously zoned for indoor recreation. The owner now wishes to build a home and needs to change zoning. The property is 1.2 acres in size and Country Estate is appropriate zoning. Planning & Zoning recommended approval with no opposition.

Mayor Pro Tem Love opened the public hearing at 12:07 p.m.

Yoyo Ketter, 1101 Todd, reported she was not notified as to what was going to take

place and wanted to be informed of what was going on. When she called she was informed that she was outside of the notification area. She had a concern because she shares a fence with this property.

Planning Division Manager Jim Compton reported they are planning to build a single family home.

There being no one else wishing to speak, the public hearing was closed at 12:14 p.m.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9273.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 9273 in accordance with the Charter of the City of Midland; seconded by Council Member Love. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

MISCELLANEOUS

39. Consider an ordinance amending Title V, "Business Regulations", of the City Code of Midland, Texas, by establishing Chapter 11, "Credit Access Businesses" (CITY ATTORNEY'S OFFICE)

ORDINANCE NO. 9274

AN ORDINANCE AMENDING TITLE V, "BUSINESS REGULATIONS", OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING CHAPTER 11, "CREDIT ACCESS BUSINESSES", SO AS TO ESTABLISH A PROGRAM TO REGISTER AND REGULATE CREDIT ACCESS BUSINESSES WITHIN THE CITY OF MIDLAND; THESE CREDIT ACCESS BUSINESSES ARE COMMONLY KNOWN AS "CASH ADVANCE LENDERS", "PAYDAY LENDERS", AND "AUTO TITLE LENDERS"; PROVIDING FOR A FEE OF TWENTY-FIVE DOLLARS (\$25.00); PROVIDING FOR ENFORCEMENT BEGINNING ON AUGUST 1, 2014; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS (\$500.00); SETTING FORTH AN APPEAL PROCEDURE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE; AND THE CITY COUNCIL FINDS IT TO BE IN THE PUBLIC INTEREST TO MAKE CERTAIN AMENDMENTS TO THE MIDLAND CITY CODE SO AS TO REGULATE CREDIT ACCESS BUSINESSES IN AREAS WHERE CHAPTER 393 OF THE TEXAS FINANCE CODE IS SILENT OR DOES NOT PREEMPT SUCH REGULATIONS

Council Member Love reported he would like to defer this item to allow for further study as to what other communities are doing noting there may be another option available.

Council Member Love moved to defer the item to a date uncertain; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Morales, Lacy. NAY: None. ABSTAIN: Sparks. ABSENT: Dufford.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9274.

40. Consider an ordinance amending Ordinance Number 8400 which established fees and

charges for Parks & Recreation, the Martin Luther King, Jr. Community Center, and Hogan Park Golf Course. (COMMUNITY SERVICES)

ORDINANCE NO. 9275

AN ORDINANCE AMENDING ORDINANCE NUMBER 8400 ESTABLISHING FEES AND CHARGES OF THE CITY OF MIDLAND COMMUNITY SERVICES DEPARTMENT FOR PARKS AND RECREATION, WASHINGTON AQUATIC CENTER AND DOUG RUSSELL POOL, ANIMAL SERVICES, AND HEALTH AND SENIOR SERVICES DEPARTMENT; AND REPEALING ORDINANCES SPECIFICALLY IN CONFLICT WITH SUCH FEES AND CHARGES ESTABLISHED HEREIN

Community Services Director Tina Jauz reported the pool fees are being increased from \$1 to \$2 this season and from \$2 to \$3 next season at Doug Russell Pool. The second fee is for Animal Services because the shipping fees have increased for rabies. The third item is for the Health Department. Earlier, Council approved an agreement between the City and the hospital to bill patient services which necessitates the need to set fees.

Council Member Love noted he was concerned about raising prices but was encouraged to see that with punch cards individuals can spend as little as \$1 per visit.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9275.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 9275 in accordance with the Charter of the City of Midland; seconded by Council Member Hotchkiss. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

41. Consider a resolution authorizing a Workforce Housing Incentive Agreement with Formosa Homes, LLC (DEVELOPMENT SERVICES)

ORDINANCE NO. 2014 - 161

RESOLUTION AUTHORIZING THE EXECUTION OF A WORKFORCE HOUSING INCENTIVE AGREEMENT WITH FORMOSA HOMES, LLC FOR THE DEVELOPMENT OF SINGLE-FAMILY RESIDENTIAL CONSTRUCTION IN THE CITY AND COUNTY OF MIDLAND, TEXAS; SAID AGREEMENT BEING AUTHORIZED BY CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE; ESTABLISHING AN INCENTIVE PROGRAM FOR THE CONSTRUCTION OF SINGLE-FAMILY WORKFORCE HOUSING; AND APPROPRIATING FUNDS IN THE AMOUNT OF \$152,985.00 THEREFOR

Development Services Director Chuck Harrington reported this request was submitted by David Diaz who will be constructing an additional 31 homes in the affordable price range of \$129,000 to \$179,000. They will be spread throughout the CDBG area.

David Diaz, 5101 Sherwood, reported the majority of the lots are located on the 300-400 blocks of S. Dallas and the 300 block of S. Ft. Worth just two blocks south of the Federal Courthouse. The streets are unpaved and do not have curbs or gutters. The incentive will go towards paving those streets.

Mayor Morales noted this program has been in place since 2007.

A request was made to have the City Manager conduct a funding workshop for Council to get a better understanding of how the funds can be used.

Mr. Harrington clarified that this will be a reimbursement noting funds would not be distributed until after documents have been provided that they meet the funding guidelines. City Manager Courtney Sharp noted the amount of \$152,000 will be paid over a three-year period and will come from the unappropriated fund balance.

Council Member Love moved to adopt Resolution No. 2014-161; seconded by Council Member Lacy. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

42. Consider a motion on a proposed preliminary plat of The Vineyard Addition, Section 5, being a 140.28-acre tract of land out of Section 13, Block 40, T-1-S, T&P Railroad Company Survey, City and County of Midland, Texas (Generally located on the west side of Holiday Hill Road, at the west extension of Green Tree Boulevard.) (DEVELOPMENT SERVICES)

Planning Division Manager Jim Compton gave a brief overview of the item noting the item was approved by Planning & Zoning. The applicant requested to reduce the variance from 120 feet to 80 feet on Greentree Boulevard. Planning and Engineering determined 80 feet was sufficient.

Council Member Lacy moved to approve a motion on a proposed preliminary plat of The Vineyard Addition, Section 5, being a 140.28-acre tract of land out of Section 13, Block 40, T-1-S, T&P Railroad Company Survey, City and County of Midland, Texas (Generally located on the west side of Holiday Hill Road, at the west extension of Green Tree Boulevard.) ; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

43. Consider a motion on a request by Evans I for approval of the preliminary plat of Sprayberry Winery Plaza on a 54.48-acre tract of land out of Section 8, Block "X", H. P. Hilliard Survey, Midland County, Texas. (DEVELOPMENT SERVICES)

Planning Division Manager Jim Compton gave a brief overview of the item noting it was a preliminary plat for the winery previously discussed. The item was considered by Planning & Zoning.

Council Member Lacy moved to approve a motion on a request by Evans I for approval of the preliminary plat of Sprayberry Winery Plaza on a 54.48-acre tract of land out of Section 8, Block "X", H. P. Hilliard Survey, Midland County, Texas.; seconded by Council Member Sparks.

Council Member Love asked if the City anticipates Midkiff connecting to Craddick Highway. Planning Division Manager Compton reported it would eventually reach that far but would only connect to the service road.

The motion carried by the following vote: AYE: Hotchkiss, Love, Sparks, Morales, Lacy. NAY: None. ABSTAIN: None. ABSENT: Dufford.

44. Consider a motion making appointments to Animal Services Advisory Commission, Housing Authority Commission, Midland Football-Soccer and Baseball Complex Development Corporation, Midland-Odessa Urban Transit District Board, Planning and Zoning Commission; and consider motions appointing individuals to all other Boards and Commissions.

Council Member Lacy moved to appoint Dr. Erickson to the Animal Services Advisory Board to replace Dr. Tom Green; appoint John Love to the Motor MPO Board to replace Mayor Morales, and to appoint Paul Culver to the Housing Authority to replace Carla Repman; seconded by Council Member Hotchkiss. The motion carried by the following vote: AYE: Hotchkiss, Sparks, Morales, Lacy. NAY: None. ABSTAIN: Love. ABSENT: Dufford.

EXECUTIVE SESSION

45. Mayor Morales announced that pursuant to Texas Government Code §551.101, the Council will hold an Executive Session which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:

a. Section 551.087 Deliberate Economic Development Negotiations.

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

b. Section 551.072 Deliberation Regarding Real Property.

- b.1. Discuss the sale, exchange, lease or value of real property described as Block 55, Original Town Addition, City and County of Midland, Texas. Block 55 is the site of the former Midland County Courthouse. The Council will discuss the proposed sale of said real property to Energy Related Properties, LLC.

Mayor Morales recessed the meeting to Executive Session at 12:55 p.m.

All of the business at hand having been completed, the meeting adjourned at 1:50 p.m.

PASSED AND APPROVED the 20th day of May, 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 5/20/2014

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving the selection of MW Builders, Inc. as the Construction Manager at Risk for the new Municipal Court building for a cost of \$559,000.00 plus \$282,287.50 (which is 2.75% of the anticipated construction cost of \$10,265,000.00) for a total of \$841,287.50; and appropriating funds.

Purpose:

Approval of a resolution for the selection of a Construction Manager At Risk for the new Municipal Court building.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$841,287.50 from the General Construction Fund

Discussion:

On March 20th 2014, a committee consisting of Judge Robin Smith, Councilmember Jeff Sparks, Architect Hal Sargent, and Assistant City Manager Robert Patrick reviewed five (5) proposals for a construction manager at risk firm, and short listed four firms (Campbell Construction Company, Mid-Tex of Midland, Inc., MW Builders, Inc. and Sedalco) for interviews. These four firms were interviewed on April 1st, 2014, where the committee met to hear presentations from each firm. The committee ranked their presentations (attached), and recommends that the City Council approve MW Builders, Inc. of Temple, Texas as the Construction Manager at Risk for this project. Also attached is the agreement with MW Builders for your consideration. Although MW Builders was not the least expensive bidder, the committee felt that their experience in similar or larger sized projects, coupled with their ability to provide sub-contractors in the Midland area, was the most timely and cost effective proposal.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SELECTION OF MW BUILDERS, INCORPORATED, AS THE CONSTRUCTION MANAGER AT RISK FOR THE NEW MUNICIPAL COURT BUILDING; AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH MW BUILDERS, INCORPORATED AS THE CONSTRUCTION MANAGER AT RISK FOR THE NEW MUNICIPAL COURT BUILDING; AND APPROPRIATING \$841,287.50 FROM THE GENERAL FUND UNAPPROPRIATED BALANCE; AND CONSTRUCTION COSTS ARE ESTIMATED TO BE \$10,265,000.00; AND MW BUILDERS' PROPOSAL WAS MORE EXPENSIVE THAN SOME OF THE PROPOSALS, BUT RECOMMENDED AS THE BEST VALUE FOR THE CITY OF MIDLAND

WHEREAS, the City Council, by Resolution No. 2014-019, approved a Request for Proposals (RFP) for the Construction Manager at Risk for the new Municipal Court building; and

WHEREAS, RFP No. 7483-14 was opened on April 1, 2014, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes, and a committee selected four (4) firms for interviews, and ranked their presentations, and recommends that the City Council approve MW Builders, Inc. of Temple, Texas as the Construction Manager at Risk for the new Municipal Court building;

WHEREAS, the Council finds MW Builders, Inc., to be the most highly qualified provider for such construction services based on demonstrated competence, knowledge, and qualifications; and

WHEREAS, the Council finds it to be in the public interest to select and execute a contract with MW Builders, Inc., as the Construction Manager at Risk for the new Municipal Court building;

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 MW Builders, Inc., for the Construction Manager at Risk for the new Municipal Court

building, at a cost of \$841,287.50, and the construction cost are estimated to be 10,265,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay MW Builders, Inc., of Temple Texas, for the work referenced herein from funds available upon proper receipt of invoices or statements approved by the City Manager.

SECTION THREE. That the sum of \$841,287.50 is hereby appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Municipal Court Building Project (8919).

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., 2014, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT AND
COMPLETENESS:

Robert Patrick, Assistant City Manager

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Tabulation

RFP # 7483-14 Construction Manager at Risk for Municipal Court OPENED April 1, 2014			Campbell Construction Co 241-A Spring Park Dr. Midland, TX 79702 Richard W Campbell (432) 682-1552		Sedalco 2554 E Long Ave Ft. Worth, TX 76137 Russ Garrison (817) 831-2245		Mid-Tex of Midland 5206 West Wadley Midland, TX 79707 T. Alan White (432) 694-9627		MW Builders 1701 N General Bruce Dr Temple, TX 76504-2474 Todd Winnerman (254) 778-4241		Stoddard Const Mgmt 30665 US Hwy 281 N Bulverde, TX 78163 RK Stoddard 830-438-5904	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1		Pre-construction Fee	Included		Included			\$5,000.00		\$10,000.00		
												Was not interviewed.
2		General Conditions Cost		\$633,000.00		\$625,000.00		\$378,118.00		\$549,000.00		
3		Fee Proposal	2 1/2% of Constructiton Cost			\$488,810.00	1.75% of Construction Cost		2.75% of Cost of Work			
			These amounts are based on Exhibits A&B,		Per the information provided these figures are based on		Breakdown of General Condition items:		Fees based on information provided by City to include			
			Proposed construction timeline and clarifications from the City.		12 month project duration and an anticipated		Proj Mgmt \$168,000.00		Exhibits A & B, Construction budget or \$10,265,000.00			
					Guaranteed Maximum price for construction of		Bonds & Ins \$93,493.00		and the provided schedule			
					\$10,265,000.00		Utilities \$71,990.00		with a construction duration			
							Supplies \$43,835.00		of 12 months			
		Proposal remains effective for:	Not stated		Not stated		Minimum of 90 days		90 days from date of letter			
				\$633,000.00		\$1,113,810.00		\$383,118.00		\$559,000.00		\$0.00

Bidding Summary:

20 Request for Proposals were issued.

5 Proposals were received.

0 NO BIDS were received.

15 Proposers did not respond.

7483-14 Construction Manager at Risk (CMAR) for Municipal Court Analysis

Enter numbers in **Blue** in unshaded cells only.

Step 1 - Criteria.

Assign weights to each criteria to reflect its relative importance to your business.

Criteria	Weight
Quality of the firm =	20
Team Experience similar projects =	20
Responsiveness =	15
References =	15
Cost Control =	15
Financial Cap =	15
Total	100

Step 2 - Grading scale for each criteria

Qualification of Firm	Qualifications of firm, specifically as they relate to similar Projects.
Team Experience on Similar Projects	Related project experience of firm and in particular the individuals who would be assigned to this Project.
Responsiveness to the RFQ	The provision of complete & thorough responses to all questions and adherence to all directions related to RFQ.
Professional References	The past performance and reputation of the responder.
Cost Control	Demonstrated ability for developing accurate cost estimates consistent with completed projects.
Financial Capability	Demonstrated financial capability to complete the project.

Step 3 - Compute a weighted score for each CMAR

Sedalco

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
Quality of the firm =	20	0.90	18.00
Overall Score =	9		
Possible Total Score =	10		
Team Exp Similar Proj =	20	1.00	20.00
Overall Score =	10		
Possible Total Score =	10		
Responsiveness =	15	1.00	15.00
Overall Score =	10		
Possible Total Score =	10		
References =	15	0.90	13.50
Overall Score =	9		
Possible Total Score =	10		
Cost Control =	15	0.90	13.50
Overall Score =	9		
Possible Total Score =	10		
Financial Cap. =	15	0.80	12.00
Overall Score =	8		
Possible Total Score =	10		
			92.00

Campbell Construction Co

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
Quality of the firm=	20	0.70	14.00
Overall Score =	7		
Possible Total Score =	10		
Team Exp Similar Proj =	20	0.80	16.00
Overall Score =	8		
Possible Total Score =	10		
Responsiveness =	15	0.50	7.50
Overall Score =	5		
Possible Total Score =	10		
References =	15	0.90	13.50
Overall Score =	9		
Possible Total Score =	10		
Cost Control =	15	0.90	13.50
Overall Score =	9		
Possible Total Score =	10		
Financial Cap. =	15	0.60	9.00
Overall Score =	6		
Possible Total Score =	10		
			73.50

Mid-Tex of Midland

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
Quality of the firm=	20	0.80	16.00
Overall Score =	8		
Possible Total Score =	10		
Team Exp Similar Proj =	20	0.80	16.00
Overall Score =	8		
Possible Total Score =	10		
Responsiveness =	15	0.50	7.50
Overall Score =	5		
Possible Total Score =	10		
References =	15	0.90	13.50
Overall Score =	9		
Possible Total Score =	10		
Cost Control =	15	0.90	13.50
Overall Score =	9		
Possible Total Score =	10		
Financial Cap. =	15	0.70	10.50
Overall Score =	7		
Possible Total Score =	10		
			77.00
			Weighted Score

MW Builders

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
Quality of the firm=	20	1.00	20.00
Overall Score =	10		
Possible Total Score =	10		
Team Exp Similar Proj =	20	1.00	20.00
Overall Score =	10		
Possible Total Score =	10		
Responsiveness =	15	1.00	15.00
Overall Score =	10		
Possible Total Score =	10		
References =	15	1.00	15.00
Overall Score =	10		
Possible Total Score =	10		
Cost Control =	15	0.90	13.50
Overall Score =	9		
Possible Total Score =	10		
Financial Cap. =	15	0.70	10.50
Overall Score =	7		
Possible Total Score =	10		
			94.00
Highest Construction Manager at Risk Rating =			94.00

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 21st day of May in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Midland, Texas
300 North Loraine
Midland, TX 79701

and the Construction Manager:
(Name, legal status and address)

MW Builders, Inc.
1701 N. General Bruce Drive
(or P. O. Box 220)
Temple, TX 76504-2474

for the following Project:
(Name and address or location)

Midland Court Building, Midland, Texas. The project consists of a new multi-level Court Building for a total project of approximately 29,000_s.f.

The Architect:
(Name, legal status and address)

Brinkley Sargent Architects
5000 Quorum Drive, Suite 600
Dallas, Texas 75254

The Owner's Designated Representative:
(Name, address and other information)

The Construction Manager's Designated Representative:
(Name, address and other information)

The Architect's Designated Representative:
(Name, address and other information)

Harold E. Sargent
Brinkley Sargent Architects
5000 Quorum Drive, Suite 600
Dallas, Texas 75254

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

WHEREAS, the City of Midland, Texas ("Owner" and M W Builders, Inc. ("Construction Manager" acting as construction manager at risk) desire to enter into an Agreement under which Construction Manager will perform services relating to the Project on behalf of the Owner; and

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133 (2009), as basic form for that Agreement; and

WHEREAS certain terms and conditions of that Agreement need to be modified to comply with applicable laws and policies affecting Owner and Construction Manager in the construction of these projects, Owner and Construction Manager hereby agrees as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner and Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

| Ten Thousand Dollars (\$10,000).

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid within 30 (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

.25 % one quarter

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manger's compensation shall be lump sum fee of \$282,287.50. This lump sum fee is independent of the actual Cost of the Work for work performed pursuant to the Contract, as adjusted for changes in the Work, payable as herein provided, provided that the sum of the Cost of Work, and the Cost of the Construction Manger's fee as provided by the Contract Documents shall not exceed the Guaranteed Maximum Price.

In addition to the above compensation, the Owner agrees to reimburse the Construction Manager for Cost of Work items as follows:

Insurance

Builder's Risk Insurance

General Conditions:

On Site Project Management Staff (with burdens)

Temporary Project Construction & Utilities

Field Offices & Office Supplies

Total Compensation for these General Conditions, Insurance & Bonding is shall not exceed \$841,287.50 based on CMBL Value of \$10,265,000.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Additional Fee of 2.75% of increased change in the Cost of Work after the GMP Amendment with a reasonable adjustment to the General Conditions amount, if any, related to time or scope if the change materially affects the scope of the General Conditions amount.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

5% profit and 10% overhead if first tier subcontract and capped at 20% profit for all tiers if performed by a tier other than first tier

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed eighty percent (80 %) of the AED Green Book rate (or equal).

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
As established in the GMP Amendment, if any		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

At the Construction Manager's sole discretion, savings may be declared during the Construction Phase, that may be re-invested in the project or reallocated to increase Owner's Contingency.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3 at the fixed rates not to exceed 59.04% of salaries and 34.64% of wages..

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.
- .9 Delay damages or claims, unless provided elsewhere in this Agreement.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

Init.

- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- .8 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- .9 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:
 - .a Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as amended.
 - .b If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time provided it is proven that Construction Manager owes the liquidated damages or was contractually obligated to perform said clean-up.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.
- .4 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:
 - .a Add, if final completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as amended.
 - .b If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time.
 - .c If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, any final payment to Construction Manager shall be subject to deduction for such amounts as the Owner and Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability	\$3 million per occurrence/\$6 million agg./\$6 million comp ops
Excess Umbrella	\$5 million per occurrence and aggregate
Pollution Liability	\$2 million per occurrence and aggregate
Auto	\$3 million
Builder's Risk	Replacement Value of the Project
Payment & Performance Bonds	100% of the Contract Sum

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

TBD

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

TBD

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

n/a

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

City of Midland, Texas
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

M W Builders, Inc.
(Printed name and title)

Additions and Deletions Report for

AIA[®] Document A133[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:35:48 on 05/08/2014.

PAGE 1

AGREEMENT made as of the 21st day of May in the year 2014

...

City of Midland, Texas
300 North Loraine
Midland, TX 79701

...

(Name, legal status and address)

MW Builders, Inc.
1701 N. General Bruce Drive
(or P. O. Box 220)
Temple, TX 76504-2474

...

Midland Court Building, Midland, Texas. The project consists of a new multi-level Court Building for a total project of approximately 29,000 s.f.

...

Brinkley Sargent Architects
5000 Quorum Drive, Suite 600
Dallas, Texas 75254

...

Harold E. Sargent
Brinkley Sargent Architects
5000 Quorum Drive, Suite 600
Dallas, Texas 75254

WHEREAS, the City of Midland, Texas ("Owner" and M W Builders, Inc. ("Construction Manager" acting as construction manager at risk) desire to enter into an Agreement under which Construction Manager will perform services relating to the Project on behalf of the Owner; and

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133 (2009), as basic form for that Agreement; and

~~The Owner and Construction Manager agree~~

WHEREAS certain terms and conditions of that Agreement need to be modified to comply with applicable laws and policies affecting Owner and Construction Manger in the construction of these projects, Owner and Construction Manager hereby agrees as follows.

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§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner and Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

PAGE 8

Ten Thousand Dollars (\$10,000).

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid within 30 (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

.25 % one quarter

...

The Construction Manger's compensation shall be lump sum fee of \$282,287.50. This lump sum fee is independent of the actual Cost of the Work for work performed pursuant to the Contract, as adjusted for changes in the Work, payable as herein provided, provided that the sum of the Cost of Work, and the Cost of the Construction Manger's fee as provided by the Contract Documents shall not exceed the Guaranteed Maximum Price.

In addition to the above compensation, the Owner agrees to reimburse the Construction Manager for Cost of Work items as follows:

Insurance

Builder's Risk Insurance

General Conditions:

On Site Project Management Staff (with burdens)

Temporary Project Construction & Utilities

Field Offices & Office Supplies

Total Compensation for these General Conditions, Insurance & Bonding is shall not exceed \$841,287.50 based on CMBL Value of \$10,265,000.

...

Additional Fee of 2.75% of increased change in the Cost of Work after the GMP Amendment with a reasonable adjustment to the General Conditions amount, if any, related to time or scope if the change materially affects the scope of the General Conditions amount.

...

5% profit and 10% overhead if first tier subcontract and capped at 20% profit for all tiers if performed by a tier other than first tier

...

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (—%) of the standard rate paid at the place of the Project, eighty percent (80 %) of the AED Green Book rate (or equal).

...

As established in the GMP Amendment, if any

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At the Construction Manager's sole discretion, savings may be declared during the Construction Phase, that may be re-invested in the project or reallocated to increase Owner's Contingency.

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§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3-6.2.3 at the fixed rates not to exceed 59.04% of salaries and 34.64% of wages..

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.9 Delay damages or claims, unless provided elsewhere in this Agreement.

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

- .3 Add the Construction Manager's Fee, less retainage of Five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

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- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

.8 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

.9 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.a Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as amended.

.b If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time provided it is proven that Construction Manager owes the liquidated damages or was contractually obligated to perform said clean-up.

...

.4 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.a Add, if final completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as amended.

.b If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time.

.c If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, any final payment to Construction Manager shall be subject to deduction for such amounts as the Owner and Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

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<u>Commercial General Liability</u>	<u>\$3 million per occurrence/\$6 million agg./\$6 million comp ops</u>
<u>Excess Umbrella</u>	<u>\$5 million per occurrence and aggregate</u>
<u>Pollution Liability</u>	<u>\$2 million per occurrence and aggregate</u>
<u>Auto</u>	<u>\$3 million</u>
<u>Builder's Risk</u>	<u>Replacement Value of the Project</u>
<u>Payment & Performance Bonds</u>	<u>100% of the Contract Sum</u>

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TBD

...

TBD

...

n/a

...

City of Midland, Texas

M W Builders, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary Beeman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:35:48 on 05/08/2014 under Order No. 3033128984_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address) Midland Court Building- located in Midland, Texas. The project consists of a new multi-level Court for a total project of approximately 29,000 s.f.

THE OWNER:

(Name, legal status and address)

City of Midland, Texas
300 N. Loraine
Midland, Texas 79701

THE ARCHITECT:

(Name, legal status and address)

Brinkley Sargent Architect
5000 Quorum Drive, Suite 600
Dallas, Texas 75254

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13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

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3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

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1.1.3

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1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

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4.2.11, 4.2.12

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2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.2.1

Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt or question as to their meaning, the Contractor shall notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event of inconsistencies between portions of the contract documents or within the contract documents; the contract documents shall be interpreted to provide the better quality or greater quantity of Work. Bring all inconsistencies to the Architect's attention, prior to installation, for Architect's interpretation.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.1.3 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Contract Documents, and has no duty to notify Contractor of same. The Contractor has a continuing duty through Final Completion to exercise reasonable diligence to carefully study and compare Drawings and Specifications and promptly to notify the Owner and Architect regarding any conflicts among systems, design errors or omissions of which the Contractor has notice.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

(Paragraph deleted)

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 If requested in writing by Contractor prior to the start of the Work, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations which are known to the Owner for the site of the Project, and a legal description of the site. Other than any metes and bounds noted in any survey provided, Owner does not guarantee the accuracy of any surveys provided. The Owner does not guarantee that utility lines of other improvements are in the exact locations as shown on plans and surveys. Contractor shall verify with the various utility companies and owners of improvements the location of such utility lines and other improvements. Any identified water, gas or sewer line, telephone, telegraph or electric wire, cable or other utility facility broken, cut or damaged by the Contractor or any of his workmen or subcontractors shall be replaced by the Contractor at his own expense, or by the responsible subcontractor at its own expense, and will not be paid for by the Owner. Repairs shall be made immediately and no other work shall be done until breaks or damages have been repaired and service restored. Any delay caused by the identified cut or break shall be solely attributed to the contractor.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative and includes the Construction Manager or Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Document), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that Contractor it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within Contractor's duly-authorized powers.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 The Contractor shall not be entitled to any additional time or compensation for any additional work caused by the Contractor's fault, improper construction, or by Contractor's failure to carefully study and compare the Contract Documents prior to execution of the Work. Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because

of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to execution of the Work.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall bear full responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Health & Safety Code section 756.021 et seq. To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health & Safety Code section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety & Health Administration standards for trench safety in effect for the construction of the Work.
- .2 The special shoring requirements, if any, of the Owner.
- .3 any geotechnical information obtained by Owner for use by the Construction Manager in the design of the trench safety system.
- .4 The trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 3.3.5 It is understood and agreed that the relationship of contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.3.6 Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal and state laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor

further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his Work so as to protect the Contractor from the consequences' of his own conduct.

§ 3.3.7 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 3.3.8 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a Supplier), including any person or entity with who the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the contractor would not have under any applicable state or federal laws, including, but not limited to any rules, regulations, or statutes pertaining to the Occupational Safety & Health Administration.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 WORKERS' COMPENSATION INSURANCE

The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

Workers' Compensation - Certificates of Coverage.

The Contractor shall certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the Project, pursuant to the requirements of Texas Labor Code §406.096. The Contractor must provide a certificate of coverage to the District prior to being awarded the Contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.

Contractor shall also require that each Subcontractor on the project provide a certificate relating to coverage of the subcontractor's employees to the Contractor, who shall provide the subcontractor's certificate to the District pursuant to the requirements of Texas Labor Code §406.096. The Contractor shall obtain from each person providing services on the Project and provide to the District a certificate of coverage prior to that person beginning work on the Project, so the District will have on file certificates of coverage showing coverage for all persons providing services on the Project; and if the coverage period on the current certificate of coverage ends during the duration of the Projects, the Contract must provide a new certificate of coverage showing an extension of coverage prior to the end of the coverage period. The term subcontractor includes persons providing services on the Project, and includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. The requirement that a certificate relating to coverage pursuant to the Texas Labor Code §406.096 includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes person to provide services on the Project. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Said certificates are required for the duration of the Project, which includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and acceptable to the District. See 28 T.A.C. §110.110, forms TWCC-81, TWCC-82, TWCC-83, TWCC-84, as they may be updated or modified. The Contractor shall provide coverage based upon proper reporting of classification codes, payroll amounts, and the requirements of this Contract and state law. The Contractor is obligated to meet all legal requirements, regardless of whether or not such requirements are set out in this Contract. By executing this Contract, Contractor is representing that all employees of Contractor and subcontractors and all others who will provide services on this Project will be properly covered by workers' compensation coverage for the entire duration of the Project.

Workers' Compensation Insurance

Part A: Statutory Limits

Part B: Employer's Liability

\$100,000 per accident

\$100,000 disease-each employee

\$500,000 disease-policy limit

Note: Such insurance shall cover employees performing work on any and all projects including but not limited to construction, demolition, and rehabilitation. Contractor or its contractors shall maintain coverages. In the event the respective contractors do not maintain coverage, Contractor shall maintain the coverage on such contractor for each applicable contract.

Workers' Compensation – Other Requirements

The Contractor shall post a notice at every project site, in the text, form and manner set out by the Texas Department of Labor that informs all persons providing services under this Contract that they are required to be covered by workers' compensation and stating how a person may verify that such coverage exists and report a lack of coverage.

§ 3.4.5 ASBESTOS OR ASBESTOS CONTAINING MATERIALS: LEAD FREE MATERIAL IN POTABLE WATER SYSTEM; HAZARDOUS MATERIAL CERTIFICATION; EMERGENCIES

Asbestos or Asbestos Containing Materials

Contractor shall submit to Owner's Representative or Engineer a written certification addressed to the Owner that all materials used in the construction of this Project contain less than one tenth of one percent (0.10%) by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor will be responsible for determining which materials contain asbestos fibers and shall take all necessary and best practices corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Lead-Free Material in Potable Water System

Prior to final payment or payment of retainage, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free." The written certification shall further state that should lead be found in the potable water system built under this Contract, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove the lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Hazardous Materials Certification

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations, or the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards. All standards shall be followed. In case of conflict, the most restrictive standards shall apply. The Contractor shall provide this written certification as part of the submittals required for Final Payment. The written certification shall be dated, shall reference this specific Project and shall be signed by not less

than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Emergencies

In an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent damage, injury or loss.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or otherwise. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the Substantial Completion date. Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approval forms for delivery to the Owner. The warranties set out in this Section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.1 Contractor shall certify that the Project has been constructed in general conformance with the Architect's and Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents.

§ 3.5.2 The Contractor agrees to assign to the Owner, at the Time of final Completion of the Work, to be effective no later than the Time of final Completion, any and all manufacturers' and suppliers' warranties relating to materials and labor used in the work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.3 The warranties of Contractor provided in Paragraphs 3.5.1, 3.5.2 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.4 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period, Contractor shall accompany Owner and Architect on re-inspection of each Work in the project and contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period. Contractor shall proceed with such warranty work without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period.

§ 3.6 TAXES

Owner is an exempt entity under the tax laws of the State of Texas. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Limited Sales, Excise and Use Tax Rules and Regulations. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded, and will accept a Certificate of Exemption from the Owner. Contractor shall obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. Contractor hereby RELEASES, INDEMNIFIES AND HOLDS HARMLESS Owner from any and all claims and demands made as a result of the failure of Contractor or any Subcontractor to comply with the provisions of any or all such laws and regulations.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 The Contractor shall pay directly all temporary utility charges, temporary tap charges, and temporary water meter charges as established in the GMP Amendment. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with national Pollutant Discharge Elimination Systems (NPDES) regulations administered by the Environmental protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "land Disturbing Activities Permit" for the project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's sub-contractors, the Project, or the Owner, unless SWPPP is installed as directed by the Owner's engineer or consultant.

§ 3.7.5 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. A registered Architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered Engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this Section, Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING PROJECT SITE

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall clean the premises on a daily basis. Cleaning the premises shall mean that the premises and surrounding areas are free from accumulation of waste materials, rubbish, or trash caused by operations under the Contract.

Contractor shall provide on-site containers for the collection of waste materials, debris, rubbish and trash and shall periodically remove waste material, debris, rubbish and trash from the Site and dispose of all such material at a legal disposal area away from the site. The proper disposal of all such materials is the sole responsibility of the Contractor. Contractor shall not allow the on-site containers to overflow.

All cleaning operations shall occur so as to ensure that the contaminants resulting from the cleaning process will not fall on newly coated or newly painted surfaces. At the completion of the Work, the Contractor shall remove waste materials, rubbish, or trash and the Contractor's tools, construction equipment, machinery or other materials from or around or near the Project site.

Any hazardous, dangerous or flammable materials shall be removed from the site immediately. All unpacking materials, all packing case lumber or other packing materials, wrapping or other similar flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or otherwise deface any finished portion of the Work or any District property. In the event any finished portion of the Work or any District property does become defaced by workers, the Contractor or any of the Subcontractors shall clean and restore such surfaces to their original condition.

After construction is complete, Contractor shall employ skilled workers for final cleaning. Contractor shall require those workers to remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight exposed interior and exterior surfaces; wash and shine glazing and mirrors; polish glossy surfaces to a clear shine; vacuum clean carpeted and similar soft surfaces; clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; clean plumbing fixtures to a sanitary condition; clean surfaces of all equipment and remove excess lubrication; clean permanent filters replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers, and coils; clean light fixtures; remove waste, foreign matter and debris from roofs, gutters, areas ways and drainage ways; remove waste, debris, and surplus materials from the site; remove stains, spills, and foreign substances from paved areas; and broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its reasonable efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work or the building, in the event of partial occupancy. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S CITY COUNCIL MEMBERS, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS, AND OFFICER'S AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES. INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3.18.3 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated before completion of the Work, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.1.4 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and Contract Documents by the duties, responsibilities or activities of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work unless through their normal course of observations and construction administration obligations.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be

through the Architect. Communications by and with Sub-contractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. However, Owner reserves the right to communicate directly with the Contractor.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this section shall be conducted subject to the requirements of Chapter 271 of the Texas Local Government Code.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of the Owner ascribed to the Owner by other provisions of the Contract.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. All qualified sub-contractors, shall be procured in accordance with Texas Local Government Code Chapter 271, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be full responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work and was rejected without a reasonable objection, if one was requested, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written

request of the Subcontractor, identity to the Subcontractor terms and conditions of the proposed subcontract agreement that may be a variance with the Contract documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors due to any non-payment to the Contractor or non-payment of Subcontractors by the Contractor. Notwithstanding any provisions contained in the Contract Documents to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other material man or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor. In the event of any termination of the Contract in accordance with Article 14, Subcontractors' remedies shall be limited to Contractor's remedies under this Contract except as required by law. Contractor shall be responsible for any claim of a Subcontractor for Work executed under the Contract except Claims for which Owner has liability under this Contract. Notwithstanding anything to the contrary in this Contract. Subcontractors and their Sub-subcontractors have no direct cause of action against Owner unless the Owner accepts assignment under Article 5.4.1 below.

§ 5.3.2 Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work may be assigned by the Contractor to the Owner, at the option of the Owner, by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

If Owner accepts such assignment, it does not remove any obligation or claim of subcontractors already incurred prior to Owner's acceptance of assignment, upon Contractor.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.4.4 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a Subcontractor or material vendor may also be liable. Owner shall only be responsible for compensating Subcontractors for Work performed or material furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by Subcontractors prior to the date of Owner's written notice of acceptance.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other

separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of Owner's separate contractor's delays, improperly timed activities, and damage to the Work or defective construction. All construction costs and damage resulting from the Contractor's or Owner's separate contractors as the case may be, negligence, lack of oversight, inattention to detail, failure to investigate or failure to follow the Construction Documents or Contract Documents will be borne by the Contractor or Owner's separate contractors, as the case may be.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 If Construction Manager fails to achieve Substantial Completion of the Work within thirty (30) days of the required date of Substantial Completion, as said date may be extended as provided herein, Owner will sustain damages and loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. The Construction Manager has agreed to be liable to the extent of and as limited by this Section.

The Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, \$2,500 per calendar day, for each calendar day that Substantial Completion is delayed beyond thirty (30) days of the required date of Substantial Completion, as said date may be extended as provided herein, such damages to commence upon thirty (30) days from the required date of Substantial Completion, as said date may be extended herein, and continuing until the calendar day (ending at midnight) that the required completion is achieved. Such liquidated

damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

Construction Manager shall not be liable for any delay or liquidated damages provided it substantially completion the Project within thirty (30) days from the required date of Substantial Completion, as said date may be extended as provided herein.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents subject to paragraph 5.2.1 of the A133.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, within 15 days of establishing the Guaranteed Maximum Price (if the Contractor is a Construction Manager at Risk) or before the first Application for Payment, whichever is applicable, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 Contractor agrees that, for purposes of Texas Government Code Section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of any invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of any invoice by the Owner, for purposes of Texas Government Code section 2251.042. Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify in Section 9.5 as amended. In any case, the Architect's certification shall not be unreasonably withheld. The retainage shall be paid with the Final Payment. *(Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code section 2252.032.)*

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein Section 9.5 as amended. The retainage shall be paid with the final Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.3.1 Contractor shall provide all required Payment Bonds.

§ 9.3.4 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete and has been completed in accordance with the Contract Documents; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for payment have been purchased, paid for and received; that the Subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including but not limited to, Texas Penal Code sections 32.46, 37.09 and 37.10, and may justify termination of Contractor's Contract with Owner. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the application for Payment is incomplete or inaccurate.

§ 9.3.5 This Document, A201-2007, is an Exhibit to the Primary Agreement between the City of Midland and the Contractor, documented by AIA Document A133-2009 as modified, and the terms of A133-2009 as modified will govern over any inconsistencies between that document and A201-2007.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042, et. Seq. except, undisputed amounts owed shall not be unreasonably withheld.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4., 9.4.1, 9.5.1 or this Section.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment for undisputed amounts, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code section 2251.042 et. Seq., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor, Contractor's Surety, or any subcontractor from any

obligations under the Contract Documents or Construction Documents or waiving any claims of Owner against Contractor, Contractor's surety, or any subcontractor.

§ 9.6.2 In compliance with Texas Government Code section 2251.022, the Contractor shall within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment, Contractor's failure to make payments within such time shall constitute a material breach of this Contract. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractor or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. Action on the part of the Owner to require contractor to pay a Subcontractor shall not impose any liability on Owner. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Payments received by the contractor for Work properly performed by Subcontractors or materials properly provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor of which payment was made by the Owner.

§ 9.7 FAILURE OF PAYMENT

Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor within twenty days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under a pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, or the Owner incurs any costs and expense to cure any default of the Contractor or to correct defective Work, pursuant to the Contract, the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

- .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to contractor from the Owner, or
- .2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; required local governmental agency inspections and certifications required of the Work to obtain Certificate of Occupancy have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems have been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal, intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities clearly assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The application for payment to release retainage will not be approved by the Architect until the completed and corrected closeout documents are provided to the Architect by the Contractor. Closeout documents shall be delivered to the Architect under conditions and times set forth in the contract documents and specifications.

§ 9.8.6 Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not

be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the
(Paragraphs deleted)
Owner, except as set out above.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract

Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

(Paragraph deleted)

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.0.1 No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's City Council. Any non conformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's City Council. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance policies, declarations and endorsements themselves. In addition, Contractor shall also provide: 1) a duly-executed Owner's Certificate of Insurance; 2) a duly-executed ACORD Certificate of Insurance, Form 25 (2010/05) or 3) a duly-executed ACORD Certificate of Insurance, Form 27, such form to be modified if necessary to include liability coverage. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations and additional endorsements as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A- VII in A.M.

Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's Web Site, www.ambest.com and that permits waivers of subrogation, or unless carrier is approved in advance by Owner.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall be primary insurance as respects, the Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. Aggregate limits on any policy shall be not less than twice the per accident or per occurrence limits of the policy.

§ 11.0.6 Any failure of Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 Worker's Compensation

§ 11.1.2.1 Comprehensive General Liability:

Init.

- .1 Products & Completed Operations to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period.
- .2 Property Damage Liability Insurance shall provide X, C and U coverage.
- .3 Broad Form Property Damage Coverage shall include Completed Operations.
- .4 Broad Form Contractual Liability Coverage

§ 11.1.2.2 Contractual Liability:

- .1 Property Damage shall be included in Comprehensive General Liability Coverage.
- .2 Insurance sufficient to cover Contractor's contractual indemnities.

§ 11.1.2.3 Personal Injury:

- .1 With Employment Exclusion deleted; shall be included in Comprehensive General Liability Coverage.

§ 11.1.2.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): *(Note: Texas statutory minimum for school districts is \$100,000 per person, \$300,000 per occurrence, \$100,000 property damage).*

§ 11.1.2.7 All Risk Builder's Risk Insurance. Contractor shall provide Builder's Risk Insurance in the total amount of the Contract Sum. See Section 11.4. Contractor's indemnity for loss of use and other consequential damages arising out of a builder's risk claim is limited to the delay in completion coverage specified in the GMP Amendment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

(Paragraphs deleted)

§ 11.1.5 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84) showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ 11.1.5.1 Duration of the Project includes the time from the beginning of the Work on the Project until Contractor's work on the Project has been completed and accepted by the Owner.

§ 11.1.5.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code section 406-096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ 11.1.5.3 Services include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ 11.1.5.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ 11.1.5.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ 11.1.5.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 11.1.5.7 The Contractor shall obtain from each person providing services on the Project and provide to the Owner.

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have a file certificates of coverage showing coverage for all persons providing services on the Project, and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 11.1.5.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ 11.1.5.9 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ 11.1.5.10 The Contractor shall post on each Project site a notice, in the text form, and manner prescribed by the TDI informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ 11.1.5.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory retirements of Texas Labor Code section 401.011(44) for all of its employees providing services on the Project for the duration of the Project.
- .2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project.
- .3 Provide the Contractor, prior to the end of the coverage period, a certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project, and
 - .2 A new certificate of coverage showing extension of coverage, prior the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter.
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ 11.1.5.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on property reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

§ 11.1.5.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the contractors does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ 11.1.5.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery or renewed on or after January 1, 1996.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. To the extent of any overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk coverage shall be primary.

§ 11.3.1.1 Property insurance shall be on an 'all-risk' or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for any Owner loss.

(Paragraph deleted)

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.4 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in property insurance policy, the Contractor or Architect shall, if possible, include such insurance. If there is an additional cost, Contractor or Architect shall inform Owner and confirm that Owner still requests such insurance.

(Paragraph deleted)

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusion and endorsements related to this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other cause of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Contractor, as appropriate, shall require one another and their consultants, separate contractors described in Article 6 and elsewhere, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise.

§ 11.3.8 A loss insured under property insurance obtained by Contractor shall be adjusted by the Contractor as fiduciary and made payable to the Owner as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor and not subject to claims by the Owner, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(Paragraph deleted)

§ 11.3.10 The Owner as beneficiary shall at its election, have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder as each bond to be a total amount equal to 100% of the Contract Price, or Guaranteed Maximum Price, whichever is applicable. The performance bond shall also include an amount necessary to reimburse Owner its reasonable and necessary attorneys fees (pursuant to Texas Local Government Code section 271.159) and litigation costs incurred in claims arising under the performance bond, and liquidated damages arising under the Contract Documents, in an amount not to exceed five (5) percent of the Cost of the Work. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager At Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date of Construction Manager At Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager At Risk executes the Contract, unless the Construction Manager At Risk furnished a bid bond or other financial security acceptable to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum price is established). All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code section 3503.001 et seq. and Texas Government Code, Chapter 2253, or their

successors. The surety company shall have a rating of not less than "A VII" according to the latest posted ratings or the A.M. Best Web Site, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than ten business days after execution of the GMP Amendment by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative with Architect's recommendation.

§ 11.4.4 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.5 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bond shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner, within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, Midland County, Texas.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraph deleted)

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals which shall be included in the Cost of the Work with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals, provided however, Owner shall bear all costs of inspections services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Owner will provide or contract for such additional testing, inspection or approval. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as such rate provided by Texas Government Code section 2251.025. any such payment shall be deemed overdue on the thirty-first day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect.

§ 13.7 TIME LIMITS ON CLAIMS

Provided notice has been provided where required under Article 15.1.2 with respect to Claims arising during performance of the Work, the time for commencement of a cause of action for any dispute arising out of the Project or the Contract shall be governed by applicable Texas law.

§ 13.8 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.8.1 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.8.2 The Contractor and the Contractor's Subcontract shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in

conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.8.3 The Contractor and the Contractor's Subcontractor shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applications will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

§ 13.9 Notwithstanding anything to the contrary in any of the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder. Any remaining references in any of the Contract Documents to mediation or arbitration are inadvertent and will not be enforced.

§ 13.10 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 13.11 In any adjudication or claim under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party, as allowed by Texas Local Government Code section 271.159 or other applicable law.

§ 13.12 RECORDS

§ 13.12.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.12.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.12.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract."

§ 13.12.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.12.1.

§ 13.12.4 Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.12.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.12.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor."

§ 13.13 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.13.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo

or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorse Architect or Contractor's services, without Owner's prior written consent. ,

§ 13.13.2 Neither Architect nor Contractor shall disclose any confidential information which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and

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deployment of security devices.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, only for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on an undisputed sum due on an Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon ten (10) days' written notice to the Owner and Architect, and Owner's failure to cure the deficiency within such time, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ten (10) additional days' written notice to the Owner and the Architect, and owner's failure to cure the deficiency within such time, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- .7 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

(Paragraphs deleted)

§ 14.2.2 When any of the above reasons exist, the Owner, upon reasonable determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate engagement of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and

- construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract or Contractor's engagement for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished, and any further payments shall be limited to amounts earned for work performed prior to the date of such termination.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Sections 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent, provided that such profit shall not exceed the profit margin of the Project which would have existed if no such delay had occurred.

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed prior to the notice of termination, and costs incurred by reason of such termination, excluding overhead and profit on the Work not executed.

§ 14.4.4 Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Contractor shall only be entitled to receive payment for Work executed on the alternate component, if any, prior to the notice of termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are out of Contractor's control, but only to the extent that Substantial Completion or Final Completion of the Project, as the case may be, is adjusted beyond the original Substantial Completion or Final Completion date. Only claims for extension of time shall be considered because of hindrances or delays out of the Contractor's control, but only to the extent that Substantial Completion or Final Completion of the Project exceeds the date established for the Work. City Council approval shall be required for any extension of time. No damage for such delay shall be paid to Contractor for the first 15 days of delays caused by the Owner, Architect, or those within their control, but Contractor shall be entitled to be paid reasonable additional Cost of Work arising out of such delay beyond 15 days. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Notwithstanding the above, a party's duty to "recognize" an applicable "condition" as falling within this notice provision means that the party reasonably knew or should have known, in the exercise of due diligence, given the differing levels of knowledge, training and experience of the parties, respectively, that the condition is the basis of a claim under this Agreement

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day or other. No claims for

damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived. Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. '

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The Contractor shall not claim additional overhead or fee for weather related delays.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 ALTERNATIVE DISPUTE RESOLUTION

§ 15.2.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and ,except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation. arising out of such Claims.

§ 15.2.2 . The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the mediation shall be conducted by the Center for Public Policy Dispute Resolution at the University of Texas School of Law.

§ 15.2.3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within Midland County, unless another location is mutually agreed on by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's City Council, signed by the parties if approved by the City Council, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

EXECUTED this _____ day of _____, 2013.

OWNER:

CONTRACTOR:

By:

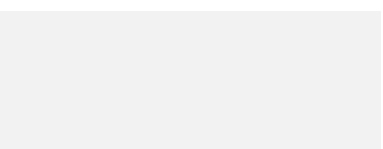
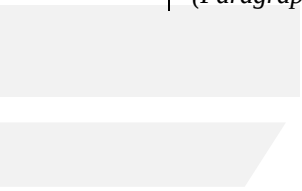
By:

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Additions and Deletions Report for AIA[®] Document A201[™] – 2007

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(Name and location or ~~address~~)

address)Midland Court Building- located in Midland, Texas. The project consists of a new multi-level Court for a total project of approximately 29,000 s.f.

...

City of Midland, Texas
300 N. Loraine
Midland, Texas 79701

...

Brinkley Sargent Architect
5000 Quorum Drive, Suite 600
Dallas, Texas 75254

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§ 1.1.2.1

Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt or question as to their meaning, the Contractor shall notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work.

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§ 1.2.4 In the event of inconsistencies between portions of the contract documents or within the contract documents; the contract documents shall be interpreted to provide the better quality or greater quantity of Work. Bring all inconsistencies to the Architect's attention, prior to installation, for Architect's interpretation.

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§ 2.1.3 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Contract Documents, and has no duty to notify Contractor of same. The Contractor has a continuing duty through Final Completion to exercise reasonable diligence to carefully study and compare Drawings and Specifications and promptly to notify the Owner and Architect regarding any conflicts among systems, design errors or omissions of which the Contractor has notice.

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.3 ~~The~~ If requested in writing by Contractor prior to the start of the Work, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations which are known to the Owner for the site of the Project, and a legal description of the site. ~~The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~ Other than any metes and bounds noted in any survey provided, Owner does not guarantee the accuracy of any surveys provided. The Owner does not guarantee that utility lines of other improvements are in the exact locations as shown on plans and surveys. Contractor shall verify with the various utility companies and owners of improvements the location of such utility lines and other improvements. Any identified water, gas or sewer line, telephone, telegraph or electric wire, cable or other utility facility broken, cut or damaged by the Contractor or any of his workmen or subcontractors shall be replaced by the Contractor at his own expense, or by the responsible subcontractor at its own expense, and will not be paid for by the Owner. Repairs shall be made immediately and no other work shall be done until breaks or damages have been repaired and service restored. Any delay caused by the identified cut or break shall be solely attributed to the contractor.

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized ~~representative~~ representative and includes the Construction Manager or Construction Manager at Risk, if applicable.

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§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Document), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that Contractor it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within Contractor's duly-authorized powers.

...

§ 3.2.2 The Contractor shall not be entitled to any additional time or compensation for any additional work caused by the Contractor's fault, improper construction, or by Contractor's failure to carefully study and compare the Contract Documents prior to execution of the Work. Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

...

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. Contractor shall not be entitled to

additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to execution of the Work.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. ~~If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner required means, methods, techniques, sequences or procedures.~~

...

§ 3.3.4 The Contractor shall bear full responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Health & Safety Code section 756.021 et seq. To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health & Safety Code section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety & Health Administration standards for trench safety in effect for the construction of the Work.
- .2 The special shoring requirements, if any, of the Owner.
- .3 any geotechnical information obtained by Owner for use by the Construction Manager in the design of the trench safety system.
- .4 The trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 3.3.5 It is understood and agreed that the relationship of contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.3.6 Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal and state laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his Work so as to protect the Contractor from the consequences' of his own conduct.

§ 3.3.7 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 3.3.8 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a Supplier), including any person or entity with who the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws,

rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the contractor would not have under any applicable state or federal laws, including, but not limited to any rules, regulations, or statutes pertaining to the Occupational Safety & Health Administration.

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§ 3.4.4 WORKERS' COMPENSATION INSURANCE

The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

Workers' Compensation - Certificates of Coverage.

The Contractor shall certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the Project, pursuant to the requirements of Texas Labor Code §406.096. The Contractor must provide a certificate of coverage to the District prior to being awarded the Contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.

Contractor shall also require that each Subcontractor on the project provide a certificate relating to coverage of the subcontractor's employees to the Contractor, who shall provide the subcontractor's certificate to the District pursuant to the requirements of Texas Labor Code §406.096. The Contractor shall obtain from each person providing services on the Project and provide to the District a certificate of coverage prior to that person beginning work on the Project, so the District will have on file certificates of coverage showing coverage for all persons providing services on the Project; and if the coverage period on the current certificate of coverage ends during the duration of the Projects, the Contract must provide a new certificate of coverage showing an extension of coverage prior to the end of the coverage period. The term subcontractor includes persons providing services on the Project, and includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. The requirement that a certificate relating to coverage pursuant to the Texas Labor Code §406.096 includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes person to provide services on the Project. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Said certificates are required for the duration of the Project, which includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and acceptable to the District. See 28 T.A.C. §110.110, forms TWCC-81, TWCC-82, TWCC-83, TWCC-84, as they may be updated or modified. The Contractor shall provide coverage based upon proper reporting of classification codes, payroll amounts, and the requirements of this Contract and state law. The Contractor is obligated to meet all legal requirements, regardless of whether or not such requirements are set out in this Contract. By executing this Contract, Contractor is representing that all employees of Contractor and subcontractors and all others who will provide services on this Project will be properly covered by workers' compensation coverage for the entire duration of the Project.

Workers' Compensation Insurance

Part A: Statutory Limits

Part B: Employer's Liability

\$100,000 per accident

\$100,000 disease-each employee

\$500,000 disease-policy limit

Note: Such insurance shall cover employees performing work on any and all projects including but not limited to construction, demolition, and rehabilitation. Contractor or its contractors shall maintain coverages. In the event the respective contractors do not maintain coverage, Contractor shall maintain the coverage on such contractor for each applicable contract.

Workers' Compensation – Other Requirements

The Contractor shall post a notice at every project site, in the text, form and manner set out by the Texas Department of Labor that informs all persons providing services under this Contract that they are required to be covered by workers' compensation and stating how a person may verify that such coverage exists and report a lack of coverage.

§ 3.4.5 ASBESTOS OR ASBESTOS CONTAINING MATERIALS: LEAD FREE MATERIAL IN POTABLE WATER SYSTEM; HAZARDOUS MATERIAL CERTIFICATION; EMERGENCIES

Asbestos or Asbestos Containing Materials

Contractor shall submit to Owner's Representative or Engineer a written certification addressed to the Owner that all materials used in the construction of this Project contain less than one tenth of one percent (0.10%) by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor will be responsible for determining which materials contain asbestos fibers and shall take all necessary and best practices corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Lead-Free Material in Potable Water System

Prior to final payment or payment of retainage, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free." The written certification shall further state that should lead be found in the potable water system built under this Contract, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove the lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Hazardous Materials Certification

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations, or the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards. All standards shall be followed. In case of conflict, the most restrictive standards shall apply. The Contractor shall provide this written certification as part of the submittals required for Final Payment. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Emergencies

In an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent damage, injury or loss.

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall

run from the Substantial Completion date. Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approval forms for delivery to the Owner. The warranties set out in this Section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.1 Contractor shall certify that the Project has been constructed in general conformance with the Architect's and Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents.

§ 3.5.2 The Contractor agrees to assign to the Owner, at the Time of final Completion of the Work, to be effective no later than the Time of final Completion, any and all manufacturers' and suppliers' warranties relating to materials and labor used in the work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.3 The warranties of Contractor provided in Paragraphs 3.5.1, 3.5.2 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.4 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period, Contractor shall accompany Owner and Architect on re-inspection of each Work in the project and contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period. Contractor shall procedure such warranty work without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period.

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner is an exempt entity under the tax laws of the State of Texas. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Limited Sales, Excise and Use Tax Rules and Regulations. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded, and will accept a Certificate of Exemption from the Owner. Contractor shall obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. Contractor hereby RELEASES, INDEMNIFIES AND HOLDS HARMLESS Owner from any and all claims and demands made as a result of the failure of Contractor or any Subcontractor to comply with the provisions of any or all such laws and regulations.

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§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at

the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. The Contractor shall pay directly all temporary utility charges, temporary tap charges, and temporary water meter charges as established in the GMP Amendment. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with national Pollutant Discharge Elimination Systems (NPDES) regulations administered by the Environmental protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "land Disturbing Activities Permit" for the project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's sub-contractors, the Project, or the Owner, unless SWPPP is installed as directed by the Owner's engineer or consultant.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated ~~Concealed or Unknown Conditions~~. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. A registered Architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered Engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this Section, Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

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§ 3.15 CLEANING - ~~UP~~CLEANING PROJECT SITE

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§ 3.15.3 The Contractor shall clean the premises on a daily basis. Cleaning the premises shall mean that the premises and surrounding areas are free from accumulation of waste materials, rubbish, or trash caused by operations under the Contract.

Contractor shall provide on-site containers for the collection of waste materials, debris, rubbish and trash and shall periodically remove waste material, debris, rubbish and trash from the Site and dispose of all such material at a legal disposal area away from the site. The proper disposal of all such materials is the sole responsibility of the Contractor. Contractor shall not allow the on-site containers to overflow.

All cleaning operations shall occur so as to ensure that the contaminants resulting from the cleaning process will not fall on newly coated or newly painted surfaces. At the completion of the Work, the Contractor shall remove waste materials, rubbish, or trash and the Contractor's tools, construction equipment, machinery or other materials from or around or near the Project site.

Any hazardous, dangerous or flammable materials shall be removed from the site immediately. All unpacking materials, all packing case lumber or other packing materials, wrapping or other similar flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or otherwise deface any finished portion of the Work or any District property. In the event any finished portion of the Work or any District property does become defaced by workers, the Contractor or any of the Subcontractors shall clean and restore such surfaces to their original condition.

After construction is complete, Contractor shall employ skilled workers for final cleaning. Contractor shall require those workers to remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight exposed interior and exterior surfaces; wash and shine glazing and mirrors; polish glossy surfaces to a clear shine; vacuum clean carpeted and similar soft surfaces; clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; clean plumbing fixtures to a sanitary condition; clean surfaces of all equipment and remove excess lubrication; clean permanent filters replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers, and coils; clean light fixtures; remove waste, foreign matter and debris from roofs, gutters, areas ways and drainage ways; remove waste, debris, and surplus materials from the site; remove stains, spills, and foreign substances from paved areas; and broom clean exterior concrete and paved surfaces and rake clean the grounds.

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and

equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its reasonable efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work or the building, in the event of partial occupancy. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

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§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S CITY COUNCIL MEMBERS, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS, AND OFFICER'S AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, ~~losses and expenses~~, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (other than (INCLUDING THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ~~them~~ THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY a party indemnified hereunder. Such ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

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3.18.3 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

...

§ 4.1.3 If the employment of the Architect is ~~terminated~~, terminated before completion of the Work, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.1.4 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and Contract Documents by the duties, responsibilities or activities of the Architect.

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§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work unless through their normal course of observations and construction administration obligations.

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Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with ~~Subcontractors~~ Sub-contractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. However, Owner reserves the right to communicate directly with the Contractor.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this section shall be conducted subject to the requirements of Chapter 271 of the Texas Local Government Code.

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§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of the Owner ascribed to the Owner by other provisions of the Contract.

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§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. All qualified sub-contractors, shall be procured in accordance with Texas Local Government Code Chapter 271, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be full responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the ~~Work~~, Work and was rejected without a reasonable objection, if one was requested, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. ~~Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.~~ Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with ~~Sub-subcontractors.~~ Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, ~~identify identity~~ to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at a variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors due to any non-payment to the Contractor or non-payment of Subcontractors by the Contractor. Notwithstanding any provisions contained in the Contract Documents to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other material man or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor. In the event of any termination of the Contract in accordance with Article 14, Subcontractors' remedies shall be limited to Contractor's remedies under this Contract except as required by law. Contractor shall be responsible for any claim of a Subcontractor for Work executed under the Contract except Claims for which Owner has liability under this Contract. Notwithstanding anything to the contrary in this Contract. Subcontractors and their Sub-subcontractors have no direct cause of action against Owner unless the Owner accepts assignment under Article 5.4.1 below.

§ 5.3.2 Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor.

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§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned may be assigned by the Contractor to the Owner, at the option of the Owner, by the Contractor to the Owner, provided that

...

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. If Owner accepts such assignment, it does not remove any obligation or claim of subcontractors already incurred prior to Owner's acceptance of assignment, upon Contractor.

...

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a Subcontractor or material vendor may also be liable. Owner shall only be responsible for compensating Subcontractors for Work performed or material furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by Subcontractors prior to the date of Owner's written notice of acceptance.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of ~~a Owner's separate contractor's~~ delays, improperly timed activities, and damage to the Work or defective construction. All construction costs and damage resulting from the Contractor's or Owner's separate contractors as the case may be, negligence, lack of oversight, inattention to detail, failure to investigate or failure to follow the Construction Documents or Contract Documents will be borne by the Contractor or Owner's separate contractors, as the case may be.

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§ 8.2.4 If Construction Manager fails to achieve Substantial Completion of the Work within thirty (30) days of the required date of Substantial Completion, as said date may be extended as provided herein, Owner will sustain damages and loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. The Construction Manager has agreed to be liable to the extent of and as limited by this Section.

The Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, \$2,500 per calendar day, for each calendar day that Substantial Completion is delayed beyond thirty (30) days of the required date of Substantial Completion, as said date may be extended as provided herein, such damages to commence upon thirty (30) days from the required date of Substantial Completion, as said date may be extended herein, and continuing until the calendar day (ending at midnight) that the required completion is achieved. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

Construction Manager shall not be liable for any delay or liquidated damages provided it substantially completion the Project within thirty (30) days from the required date of Substantial Completion, as said date may be extended as provided herein.

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The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract ~~Documents.~~Documents subject to paragraph 5.2.1 of the A133.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, within 15 days of establishing the Guaranteed Maximum Price (if the Contractor is a Construction Manager at Risk) or before the first Application for Payment, whichever is applicable, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of ~~values, if required under Section 9.2,~~ values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of

requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Contractor agrees that, for purposes of Texas Government Code Section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of any invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of any invoice by the Owner, for purposes of Texas Government Code section 2251.042. Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify in Section 9.5 as amended. In any case, the Architect's certification shall not be unreasonably withheld. The retainage shall be paid with the Final Payment. (Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code section 2252.032.).

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§ 9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein Section 9.5 as amended. The retainage shall be paid with the final Payment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.3.1 Contractor shall provide all required Payment Bonds.

§ 9.3.4 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete and has been completed in accordance with the Contract Documents; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for payment have been purchased, paid for and received; that the Subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including but not limited to, Texas Penal Code sections 32.46, 37.09 and 37.10, and may justify termination of Contractor's Contract with Owner. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the application for Payment is incomplete or inaccurate.

§ 9.3.5 This Document, A201-2007, is an Exhibit to the Primary Agreement between the City of Midland and the Contractor, documented by AIA Document A133-2009 as modified, and the terms of A133-2009 as modified will govern over any inconsistencies between that document and A201-2007.

...

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042, et. Seq. except, undisputed amounts owed shall not be unreasonably withheld.

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§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4., 9.4.1, 9.5.1 or this Section.

§ 9.6.1 After the Architect has issued a Certificate for Payment, Payment for undisputed amounts, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code section 2251.042 et. Seq., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor, Contractor's Surety, or any subcontractor from any obligations under the Contract Documents or Construction Documents or waiving any claims of Owner against Contractor, Contractor's surety, or any subcontractor.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code section 2251.022, the Contractor shall within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this Contract. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractor or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. Action on the part of the Owner to require contractor to pay a Subcontractor shall not impose any liability on Owner. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

...

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor Payments received by the contractor for Work properly performed by Subcontractors and/or materials properly provided by suppliers shall be held by the Contractor for those

Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. ~~Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~

§ 9.7 FAILURE OF PAYMENT

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor within seven-twenty days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under a pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, or the Owner incurs any costs and expense to cure any default of the Contractor or to correct defective Work, pursuant to the Contract, the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

- .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to contractor from the Owner, or
- .2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; required local governmental agency inspections and certifications required of the Work to obtain Certificate of Occupancy have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems have been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal, intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days.

...

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities clearly assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The application for payment to release retainage will not be approved by the Architect until the completed and corrected closeout documents are provided to the Architect by the Contractor. Closeout documents shall be delivered to the Architect under conditions and times set forth in the contract documents and specifications.

§ 9.8.6 Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the

construction of the Project and to cover liquidated damages assessed against Contractor up to the time of application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
1 — liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2 — failure of the Work to comply with the requirements of the Contract Documents; or
3 — terms of special warranties required by the Contract Documents. Owner, except as set out above.

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~~§ 10.3.6~~ If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

...

§ 11.0.1 No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's City Council. Any non conformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's City Council. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance policies, declarations and endorsements themselves. In addition, Contractor shall also provide: 1) a duly-executed Owner's Certificate of Insurance; 2) a duly-executed ACORD Certificate of Insurance, Form 25 (2010/05) or 3) a duly-executed ACORD Certificate of Insurance, Form 27, such form to be modified if necessary to include liability coverage. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations and additional endorsements as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A- VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's Web Site, www.ambest.com and that permits waivers of subrogation, or unless carrier is approved in advance by Owner.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall be primary insurance as respects, the Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. Aggregate limits on any policy shall be not less than twice the per accident or per occurrence limits of the policy.

§ 11.0.6 Any failure of Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

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§ 11.1.2.1 Worker's Compensation

§ 11.1.2.1 Comprehensive General Liability:

- .1 Products & Completed Operations to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period.
- .2 Property Damage Liability Insurance shall provide X, C and U coverage.
- .3 Broad Form Property Damage Coverage shall include Completed Operations.
- .4 Broad Form Contractual Liability Coverage

§ 11.1.2.2 Contractual Liability:

- .1 Property Damage shall be included in Comprehensive General Liability Coverage.
- .2 Insurance sufficient to cover Contractor's contractual indemnities.

§ 11.1.2.3 Personal Injury:

- .1 With Employment Exclusion deleted; shall be included in Comprehensive General Liability Coverage.

§ 11.1.2.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): (Note: Texas statutory minimum for school districts is \$100,000 per person, \$300,000 per occurrence, \$100,000 property damage).

§ 11.1.2.7 All Risk Builder's Risk Insurance. Contractor shall provide Builder's Risk Insurance in the total amount of the Contract Sum. See Section 11.4. Contractor's indemnity for loss of use and other consequential damages arising out of a builder's risk claim is limited to the delay in completion coverage specified in the GMP Amendment.

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~~§ 11.2 OWNER'S LIABILITY INSURANCE~~

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.~~

§ 11.1.5 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84) showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ 11.1.5.1 Duration of the Project includes the time from the beginning of the Work on the Project until Contractor's work on the Project has been completed and accepted by the Owner.

§ 11.1.5.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code section 406-096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ 11.1.5.3 Services include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ 11.1.5.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ 11.1.5.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ 11.1.5.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 11.1.5.7 The Contractor shall obtain from each person providing services on the Project and provide to the Owner.

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have a file certificates of coverage showing coverage for all persons providing services on the Project, and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 11.1.5.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ 11.1.5.9 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ 11.1.5.10 The Contractor shall post on each Project site a notice, in the text form, and manner prescribed by the TDI informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ 11.1.5.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code section 401.011(44) for all of its employees providing services on the Project for the duration of the Project.
- .2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project.
- .3 Provide the Contractor, prior to the end of the coverage period, a certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project, and
 - .2 A new certificate of coverage showing extension of coverage, prior the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter.
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ 11.1.5.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on property reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

§ 11.1.5.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the contractors does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ 11.1.5.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery or renewed on or after January 1, 1996.

§ 11.3.1 Unless otherwise provided, the ~~Owner-Contractor~~ shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. 9.10. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. To the extent of any overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk coverage shall be primary.

§ 11.3.1.1 Property insurance shall be on an "all-risk" 'all-risk' or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ~~Architect's and Contractor's services and expenses required as a result of such insured any Owner~~ loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner-Contractor~~ shall pay costs not covered because of such deductibles.

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The ~~Owner-Contractor~~ shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the ~~Contractor~~ Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in ~~the property insurance policy~~, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order. property insurance policy, the Contractor or Architect shall, if possible, include such insurance. If there is an additional cost, Contractor or Architect shall inform Owner and confirm that Owner still requests such insurance.

§ 11.3.5 ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.3.6 Before an exposure to loss may occur, the ~~Owner~~ Contractor shall file with the ~~Contractor~~ Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, ~~exclusions~~ exclusion and endorsements related to this Project. Each policy shall contain a provision that the policy will not be ~~canceled~~ cancelled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the ~~Contractor~~ Owner.

...

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) ~~the Architect, Architect's consultants,~~ separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other ~~causes~~ cause of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the ~~Owner~~ Contractor as fiduciary. The ~~Owner~~ Contractor, as appropriate, shall require ~~of the Architect, Architect's one another and their consultants,~~ separate contractors described in Article 6, ~~6 and elsewhere,~~ if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. ~~A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

§ 11.3.8 A loss insured under ~~the Owner's property insurance~~ obtained by Contractor shall be adjusted by the ~~Owner~~ Contractor as fiduciary and made payable to the Owner as fiduciary ~~for the insureds,~~ as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the ~~Contractor,~~ Contractor and not subject to claims by the Owner, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 ~~If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

§ 11.3.10 The Owner as ~~fiduciary shall~~ beneficiary shall at its election, have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. ~~If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

...

§ 11.4.1 ~~The Owner shall have the right to require the Contractor to furnish~~ Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, each bond to be a total amount equal to 100% of the Contract Price, or Guaranteed Maximum Price, whichever is applicable. The performance bond shall also include an amount necessary to reimburse Owner its reasonable and necessary attorneys fees (pursuant to Texas Local Government Code section 271.159) and litigation costs incurred in claims arising under the performance bond, and liquidated damages arising under the Contract Documents, in an amount not to exceed five (5) percent of the Cost of the Work. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager At Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date of Construction Manager At Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager At Risk executes the Contract, unless the Construction Manager At Risk furnished a bid bond or other financial security acceptable to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum price is established). All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code section 3503.001 et seq. and Texas Government Code, Chapter 2253, or their successors. The surety company shall have a rating of not less than "A VII" according to the latest posted ratings or the A.M. Best Web Site, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

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§ 11.4.3 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than ten business days after execution of the GMP Amendment by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative with Architect's recommendation.

§ 11.4.4 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.5 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bond shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of

the Owner, within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

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The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 15.4, located, Midland County, Texas.

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

~~§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.~~

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§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals which shall be included in the Cost of the Work with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. ~~and approvals, provided however, Owner shall bear all costs of inspections services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner.~~ The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. ~~The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.~~

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, ~~the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements~~ Owner will provide or contract for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. ~~approval.~~ Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

...

~~Payments~~ Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due ~~at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located, as such rate provided by Texas Government Code section 2251.025. any such payment shall be deemed overdue on the thirty-first day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect.~~

...

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7. Provided notice has been provided where required under Article 15.1.2 with respect to Claims arising during performance of the Work, the time for commencement of a cause of action for any dispute arising out of the Project or the Contract shall be governed by applicable Texas law.

§ 13.8 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.8.1 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.8.2 The Contractor and the Contractor's Subcontract shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.8.3 The Contractor and the Contractor's Subcontractor shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applications will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

§ 13.9 Notwithstanding anything to the contrary in any of the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder. Any remaining references in any of the Contract Documents to mediation or arbitration are inadvertent and will not be enforced.

§ 13.10 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 13.11 In any adjudication or claim under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party, as allowed by Texas Local Government Code section 271.159 or other applicable law.

§ 13.12 RECORDS

§ 13.12.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.12.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.12.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract."

§ 13.12.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.12.1.

§ 13.12.4 Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.12.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.12.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor."

§ 13.13 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.13.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorse Architect or Contractor's services, without Owner's prior written consent. ,

§ 13.13.2 Neither Architect nor Contractor shall disclose any confidential information which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and deployment of security devices.

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30-60~~ consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, only for any of the following reasons:

...

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on ~~a~~an undisputed sum due on an Certificate for Payment within the time stated in the Contract Documents; or
- ~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1-Documents.~~

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon ~~seven-ten~~ (10) days' written notice to the Owner and Architect, and Owner's failure to cure the deficiency within such time, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven-ten~~ (10) additional days' written notice to the Owner and the Architect, and owner's failure to cure the deficiency within such time, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

- .5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- .7 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and

after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2 When any of the above reasons exist, the Owner, upon reasonable determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate engagement of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract or Contractor's engagement for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished, finished, and any further payments shall be limited to amounts earned for work performed prior to the date of such termination.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Sections 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent, provided that such profit shall not exceed the profit margin of the Project which would have existed if no such delay had occurred.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work ~~executed, executed prior to the notice of termination,~~ and costs incurred by reason of such termination, ~~along with reasonable~~ excluding overhead and profit on the Work not executed.

§ 14.4.4 Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Contractor shall only be entitled to receive payment for Work executed on the alternate component, if any, prior to the notice of termination.

...

§ 15.1 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are out of Contractor's control, but only to the extent that Substantial Completion or Final Completion of the Project, as the case may be, is adjusted beyond the original Substantial Completion or Final Completion date. Only claims for extension of time shall be considered because of hindrances or delays out of the Contractor's control, but only to the extent that Substantial Completion or Final Completion of the Project exceeds the date established for the Work. City Council approval shall be required for any extension of time. No damage for such delay shall be paid to Contractor for the first 15 days of delays caused by the Owner, Architect, or those within their control, but Contractor shall be entitled to be paid reasonable additional Cost of Work arising out of such delay beyond 15 days. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

...

Notwithstanding the above, a party's duty to "recognize" an applicable "condition" as falling within this notice provision means that the party reasonably knew or should have known, in the exercise of due diligence, given the differing levels of knowledge, training and experience of the parties, respectively, that the condition is the basis of a claim under this Agreement

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. ~~Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived. Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.~~

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The Contractor shall not claim additional overhead or fee for weather related delays.

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver ~~includes~~ includes:

...

§ 15.2 INITIAL DECISION/ALTERNATIVE DISPUTE RESOLUTION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and ,except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation. arising out of such Claims.

§ 15.2.2 ~~The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. . The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the mediation shall be conducted by the Center for Public Policy Dispute Resolution at the University of Texas School of Law.~~

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within Midland County, unless another location is mutually agreed on by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's City Council, signed by the parties if approved by the City Council, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.~~

EXECUTED this _____ day of _____, 2013.

OWNER: _____

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

§ 15.2.4 ~~If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.4 CONSOLIDATION OR JOINDER~~

~~§ 15.4.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 15.4.4.3~~ The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary Beeman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:20:42 on 05/08/2014 under Order No. 3033128984_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**CITY OF MIDLAND MUNICIPAL COURT BUILDING
CONTRACT ADDENDUM**

ADDITIONAL GENERAL CONDITIONS

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN THE EVENT OF A CONFLICT BETWEEN THESE ADDITIONAL GENERAL CONDITIONS AND ANY PROVISION OF THE AGREEMENT, THESE ADDITIONAL GENERAL CONDITIONS SHALL SUPERSEDE THE AGREEMENT PROVISION(S) AND GOVERN AND CONTROL SUCH CONFLICT.

ARTICLE 1. INSURANCE

CONTRACTOR 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

<i>Business Automobile Liability:</i>	\$250,000.00 combined single limit Personal Injury and Property Damage
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<i>Worker's Compensation:</i>	Statutory limits
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<i>Employers' Liability:</i>	\$500,000.00 per accident or occurrence
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The Commercial General Liability insurance shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by CONTRACTOR 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.

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 Agreement.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of the CITY. All insurance required pursuant to this Agreement, except for

Worker's 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 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 coverage).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

ARTICLE 2. ASSIGNMENT

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

ARTICLE 3. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, 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 WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE 4. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. 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. The City does not waive its right to a trial by jury.

ARTICLE 5. 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 CITY; 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 respondeat superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY 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 CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. CONTRACTOR 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 CITY does not have the power to direct the order in which the work is done. The CITY 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.

ARTICLE 6. NOTICE OF 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-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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

ARTICLE 7. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

ARTICLE 8. THIRD PARTY BENEFICIARY

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

ARTICLE 9. TERMINATION AT WILL

The CITY may terminate this Agreement at will for no or any reason upon giving at least One Hundred Eighty (180) days' written notice to the CONTRACTOR. The parties to this Agreement understand and agree that it is in the CITY's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the CITY. CONTRACTOR'S has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE 10. WAIVER OF ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, 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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. CONTRACTOR SPECIFICALLY AGREES THAT IF CONTRACTOR 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, CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE 11. 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 hereto.

ARTICLE 12. 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.

ARTICLE 13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR shall at all times during the term of this Agreement comply with applicable federal, state, and local laws regarding CONTRACTOR'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.

ARTICLE 14. PROMPT PAY ACT

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

ARTICLE 15. PAYMENT TERMS

Payment shall be made in United States currency. All amounts over thirty (30) days past due shall accrue interest from the due date at the rate of one-tenth of one percent (0.1 %) per month (or such lesser rate as is the maximum permissible rate under applicable law). CONTRACTOR agrees to pay all collection costs and enforcement expenses, including reasonable attorney fees, if CONTRACTOR must bring a proceeding to collect any amount owed by CITY or to enforce any rights in any bankruptcy or similar proceeding involving CITY.

SELECTION PROCESS
PHASE 2
Exhibit 'A'
FEE & GENERAL CONDITIONS CHECKLIST

Midland Court Building
Midland, Texas

FEE& GENERAL CONDITIONS

The following matrix chart identifies construction related activities anticipated to occur with this project.
Each activity is marked in the applicable box of the category to which the cost for each item or activity is assigned.

DESCRIPTION	Included in Fee	Included in Gen. Conditions	Cost of Work	Excluded/ Owner
Overhead & Profit				
Expenses of Contractor's Principle Office	x			
Overhead & General Expenses	x			
Contractor's Capital Expenses	x			
Profit				
Supervision & Administration				
Supervision		x		
Superintendent(s) (Full-Time, On-Site)		x		
Quality Control		x		
Administration		x		
Project Executive		x		
Project Manager & Project Engineer		x		
Estimator		x		
Scheduler		x		
Project Accountant, Main Office		x		
Admin. Support Staff				
Bid Process – Reproduction, Advertisements, etc.			x	
Shop Drawing Reproduction			x	
Construction Drawing Reproduction		x		
Temporary Facilities				
Owner's Office, Furniture		x		
Architect's Office, Furniture		x		
GC Office Setup & Rental		x		
GC Jobsite Office Furniture		x		
GC Jobsite Fax Machine		x		
GC Jobsite Copier/Scanner/Printers		x		
GC Office Supplies & Paper		x		
GC Jobsite Plotter		x		
GC Jobsite Network Setup		x		
GC Jobsite Computer & Printer Rentals		x		
GC Jobsite Telephone System, Setup & Conf. Phone		x		
GC Jobsite Monthly Telephone Bills		x		
GC Jobsite Personnel Monthly Cell & Pager Bills		x		
GC Site Radios and Safety/Craft Phones		x		
GC Project Sign & Site Signage		x		
GC Postage & Courier Services		x		
GC Trucks & Equipment Fueling Costs		x		
GC Travel & Travel Per Diem		x		
GC Drinking Water & Coffee		x		
GC Jobsite Trailer Water		x		
GC Jobsite Trailer Holding Tank		x		
GC Jobsite Trailer Temporary Electric Service		x		
Tools Rental			x	

Exhibit 'A'
FEE & GENERAL CONDITIONS CHECKLIST (cont'd.)

DESCRIPTION	Included in Fee	Included in Gen. Conditions	Cost of Work	Excluded/ Owner
Miscellaneous				
Building & Site Layout			x	
Partition Layout			x	
Hoisting – Personnel & Material Hoist			x	
Hoisting – Cranes, Lifts, etc.			x	
Environmental 1 Study				x
Soils Report				x
Materials Testing & Inspection				x
Project Survey				x
Quality Assurance Program			x	
Permits, Bonds & Insurance				
Building Permits			x	
Tap & meter Fees				x
Lane Closure Permits & Police Officers			x	
Contractor's License	x			
Payment & Performance Bond		x		
Builder's Risk Insurance		x		
General Liability Insurance		x		
AGC Membership Fees			x	
Impact Fees				x
Environmental Fees				x

SELECTION PROCESS
PHASE 2
Exhibit 'B'
ALLOWABLE GENERAL CONDITION LINE ITEMS

On-Site Project Management Staff

Safety Coordinator/Assistant(s)
 Project Executive
 Office Engineer(s)
 Project Expeditor(s)
 Assistant Superintendent(s)
 Quality Control/Assurance Coordinator

Scheduler
 Superintendent(s)
 Project Manager(s)
 Project Support Staff
 Cost Engineer

Bonds and Insurance

Builder's Risk Insurance
 General Liability Insurance
 Payment and Performance Bonds
 Other Project Insurance as Required by Contract

Temporary Project Construction and Utilities

Dumpsters
 Project Electricity
 Monthly Telephone Service
 Street Rental and Barricades
 Fencing and Covered Walkways
 Temporary Water Distribution and Meters
 Temporary Electrical Distribution and Meters
 Site Erosion Control (BMP) and Project Entrance(s)

Project Water
 Temporary Toilets
 Temporary Fire Protection
 Telephone System Installation
 Temporary Partitions
 Project Cleanup
 Ceremonies

Field Offices & Office Supplies

Partnering Costs
 Job Photos/Videos
 Project Specific Signage
 Postage/Special Shipping/Courier Service
 Project/As-Built Drawings
 Project Milestone Event(s)*
 Move-In/Out and Office Setup
 Employee Identification System
 Small Tools and Storage Trailers
 Monthly Office Trailer Rental Costs
 Mobilization and Demobilization (Equipment Only)
 Fields Office Equipment
 Field Office Telephone
 Vehicles
 Safety Equipment/Supplies

First Aid Supplies
 Reproduction / Plotting Services
 Monthly Office Supplies & Paper
 Remote Parking Expenses
 Project Reference Manuals
 Security System/Watchman
 Safety Material and Equipment
 Drinking Water and Accessories
 Office Clean-Up/Janitorial Services
 Project Computers and Software
 Field Office Furniture
 Copier, printers, scanners
 Communications Equipment
 Vehicle Fuel, Maintenance & Insurance
 Advertising

(*) Groundbreaking, topping-out, dedication, etc.



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 5/20/2014

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving the purchase of 55 – 6' park benches, 25 – 6' picnic tables, 12 – 12' picnic tables, 15 – 18" x 24" BBQ pits, 4 – 18" x 36" BBQ pits, 2 – octagon gazebos, 1 – hexagon picnic shelter, 6 – playground renovations and 8 – 2 bay swings with surface mulch for the Community Services Department; and appropriating funds.

Purpose:

Approval of the purchase of playground equipment for the Community Services Department.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$709,730.28 from the 2012 CO Park Improvement Fund and the General Fund

Discussion:

We solicited bids from twenty-five (25) vendors and received seven (7) bids for playground and recreational equipment. Staff recommends award as follows:

Items	Company	Description	Cost
1, 2, 4	Exerplay, Inc.	Park Benches, picnic tables and 18"x24" BBQ pits	\$32,600.00
3, 5, 8, 9	Miracle Recreation	Picnic tables, 24"x36" BBQ pits, playgrounds and swings	\$619,702.28
6, 7	Site Source	Octagon gazebos and Hexagon picnic shelter	\$57,428.00
Total Cost			\$709,730.28

Please see the attached memo from Tina Jauz, Community Services Director for further information.

Therefore please consider a resolution awarding the purchase of items 1, 2 and 4 to Exerplay, Inc. of Cedar Crest, New Mexico for a total cost of \$32,600.00; items 3, 5, 8 and 9 to Miracle Recreation Equipment Co. c/o Churchich Recreation LLC of Niwot, Colorado for a total cost of \$619,702.28; items 6 and 7 to Site Source, Inc. of Flower Mound, Texas for a total cost of \$57,428.00. The total award amount is \$709,730.28.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: May 7, 2014
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: Playground Renovations and Equipment – Award Contracts and Appropriate Funds

The Parks Division of the Community Services Department solicited bids during April 2014 for various recreational items, including:

- Playground Renovations, including swings, funded by 2014 Unappropriated funds and remaining 2012 CO funds designated for Playground Renovations. The Park locations include: Dunagan, Hill, Hidalgo, C.J. Kelly, Cowden, Garrett-Brown, Pioneer and Sparks.
- Wadley-Barron and Beal Gazebos and Garrett-Brown Picnic Shelter, funded by the approved FY2014 General Fund.
- Equipment for various parks to include Benches, Picnic Tables and Grills funded by the approved FY2014 General Fund.

On April 16, 2014, bids were received and opened from seven suppliers of playground and equipment supplies. Following the bid opening, the playground concepts were on display and the Parks and Recreation Commission members, along with staff, were invited to view the proposals and score the submittals based on multiple criteria. After compiling scores of 13 participants, the Parks and Recreation Commission Capital Improvement Sub-Committee held a meeting on May 6, 2014, to review the project-based bids and the scores of the participants. After a lengthy discussion, the Parks and Recreation Commission (in conjunction with staff) are seeking City Council authorization to contract with the following companies who submitted the most qualified bid on the aforementioned projects:

#	Company	Project	Cost	Budget
1	Exerplay, Inc	55 - 6' Park Benches (various parks)	\$16,825	\$23,000.00
2	Exerplay, Inc	25 – 6' Picnic Tables (various Parks)	\$13,260	\$18,725.00
3	Miracle Recreation Equipment Company	12 – 12' Picnic Tables (various parks)	\$11,433.84	\$13,200.00

4	Exerplay, Inc	15 - 18" x 24" min BBQ Pits (various parks)	\$2,515	\$3000.00
5	Miracle Recreation Equipment Company	4 - 24" x 36" min BBQ Pits (various parks)	\$1,734.52	\$2000.00
6	Site Source	2 - Octagon Gazebos with installation: Wadley-Barron and Beal	\$41,264 <u>-\$1100.00 credit</u> \$40,164 Credit provided if the City purchased gazebo and pavilion from Site Source)	\$45,000.00
7	Site Source	Hexagon Picnic Shelter with installation: Garrett-Brown	\$17,264	\$20,000.00
8	Miracle Recreation Equipment Company	6 - Playgrounds with installation: Dunagan, Hill, Hidalgo, C.J. Kelley, Cowden, and Garrett-Brown	\$601,621.28 <u>-\$30,000 credit</u> \$571,621.28 (Credit provided if the City purchased all six playgrounds from Miracle)	\$600,000.00
9	Miracle Recreation Equipment Company	8 - 2 Bay Swings with installation W/wood chips: Six parks above and Sparks and Pioneer	\$34,912.64	\$40,000.00
		Total	\$709,730.28	\$751,725.00

BID JUSTIFICATION

A. Playground Projects

Six of seven companies submitted bids for playground design and installation.

During the Park and Recreation Commission's design review, it became apparent that a few of the companies who underbid the project also delivered less equipment or inferior surface material for the playground's fall zone. The Commission's main objective was to select playgrounds whose design met the allotted budget and delivered designs with a revitalizing and noticeable improvement for the neighborhood. Two company's proposals ranked highest among all the bids:

- Simmons Builders with Game Time Playgrounds: \$ 555,798.00
- Miracle Recreation Equipment: \$ 571,621.28

The elements of each company's designs showed playability, variety, minimal potential for vandalism, ADA accessibility, and excellent shade over sizable

portions of each play structure. The key difference between the two is that Simmons Builders specified all playgrounds would have an engineered wood fiber surface (similar to wood chips), while Miracle was able to stay within budget and deliver a superior play turf surface for five of six playgrounds. (In a neighborhood meeting with Hill Park residents, they requested engineered wood fiber as their playground surface.)

The Commission determined that if the funding is available, they wanted to deliver the highest quality playground experience for Midland youth and their parents—thereby recommending that Miracle receive the award of bid.

B. Gazebo and Picnic Pavilion

Seven companies submitted bids for the design and construction to replace the Gazebo at Wadley-Barron Park and install a new Gazebo at Beal Park, as well as replace the Picnic Shelter at Garrett-Brown Park. Site Source is the supplier that submitted the lowest bids for the design and installation of these improvements.

C. Park Benches, Picnic Tables, and BBQ Pits

Six of seven companies submitted bids for the Park Benches, Picnic Tables, and BBQ Pits. Each of the companies that are recommended in the table above submitted the lowest bid for the individual items.

CONCLUSION

If approved, staff will place orders and plan to receive and install the equipment according to the timelines shown below:

Playgrounds	By September 2014
Gazebos and Pavilion	By December 2014
Park Benches, Picnic Tables And BBQ Pits	By September 2014

FUNDING

The sum of \$709,730.28 will be appropriated from the following sources to the 2014 Playground Renovation project (9082). The final amount of \$19,927 is appropriated from the unappropriated balance (5650) in the 2012 CO Park Improvement Fund (162). \$600,000 will be appropriated from the General Fund (001) unappropriated fund balance (5650). The remaining \$89,803.28 will be allocated from the Parks and Recreation (001-090) 2014 operational budget account for recreational equipment (8441).

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF ASSORTED PLAYGROUND AND RECREATIONAL EQUIPMENT FROM MIRACLE RECREATION EQUIPMENT COMPANY C/O CHURCHICH RECREATION LLC, OF NIWOT, COLORADO; AND SITE SOURCE, INCORPORATED, OF FLOWER MOUND, TEXAS, AND EXERPLAY, INCORPORATED, OF CEDAR CREST, NEW MEXICO AT A TOTAL COST OF \$709,730.28; AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH MIRACLE RECREATION EQUIPMENT COMPANY C/O CHURCHICH RECREATION LLC, OF NIWOT, COLORADO, FOR LABOR, MATERIAL, EQUIPMENT AND SUPERVISION FOR PLAYGROUND ITEMS AND BAY SWINGS; AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH SITE SOURCE, INCORPORATED, OF FLOWER MOUND, TEXAS, FOR LABOR, MATERIAL, EQUIPMENT AND SUPERVISION TO PURCHASE AND INSTALL OCTAGON GAZEBOS AND A PICNIC SHELTER; AND APPROPRIATING FUNDS; PARKS EFFECTED WILL BE DUNAGAN, HILL, HIDALGO, C.J. KELLY, COWDEN, GARRETT-BROWN, PIONEER, SPARKS, WADLEY-BARRON, AND BEAL

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for assorted Playground and Recreational Equipment; and

WHEREAS, Bid No. 7714-14 was opened on April 16, 2014, with the lowest and most responsive bids being submitted from Miracle Recreation Equipment Company c/o Churchich Recreation LLC, of Niwot, Colorado, Site Source Incorporated, of Flower Mound, Texas, and Exerplay, Incorporated, of Cedar Crest, New Mexico, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, item 6 for two (2) Octagon Gazebos (\$40,164.00), and item 7 for one (1) Hexagon picnic shelter (\$17,264.00), bid by Site Source Incorporated, require installation services and therefore compel the execution of a Purchase and Installation Agreement; and

WHEREAS, item 8 for six (6) playgrounds (\$571,621.28), and item 9 for two (2) bay swings (\$34,912.64), bid by Miracle Recreation Equipment Company c/o Churchich Recreation LLC, require installation services and therefore compel the execution of a Purchase and Installation Agreement; and

WHEREAS, items 1,2,3,4,5 are purchase only items and therefore do not require Purchase and Installation Agreements; and

WHEREAS, the City Council finds it to be in the public interest to purchase the assorted Playground and Recreation Equipment as shown on the attached bid tabulation from the respective low bidders, for a total price of \$709,730.28; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of Purchase and Installation Agreements with Miracle Recreation Equipment Company c/o Churchich Recreation LLC, and Site Source Incorporated, for the Playground and Recreation Equipment referenced herein requiring installation services;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the above-referenced Playground and Recreation Equipment from Miracle Recreation Equipment Company c/o Churchich Recreation LLC, Site Source Incorporated, and Exerplay, Incorporated, as shown on the attached bid tabulation from the respective low bidders, for a total price of \$709,730.28.

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, Purchase and Installation Agreements with Miracle Recreation Equipment Company c/o Churchich Recreation LLC, and Site Source Incorporated, for the purchase and installation of items 6,7,8 and 9, said Purchase and Installation Agreement being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION THREE. That the sum of \$709,730.28 will be appropriated from the following sources to the 2014 Playground Renovation project (9082). The final amount of \$19,927 is appropriated from the unappropriated balance (5650) in the 2012 CO Park Improvement Fund (162). \$600,000 will be appropriated from the General Fund (001) unappropriated fund balance (5650). The remaining \$89,803.28 will be allocated from the

Parks and Recreation (001-090) 2014 operational budget account for recreational equipment (8441).

SECTION FOUR. That upon proper receipt of invoices or statements approved by the City Manager, the City Treasurer is hereby authorized and directed to pay Miracle Recreation Equipment Company c/o Churchich Recreation LLC, and Site Source Incorporated, according to the terms of said Purchase and Installation Agreement from funds appropriated and or made available herein, as appropriate.

SECTION FIVE. That upon proper receipt of invoices or statements approved by the City Manager, the City Treasurer is hereby authorized and directed to pay Miracle Recreation Equipment Company c/o Churchich Recreation LLC, Site Source Incorporated, and Exerplay, Incorporated, for the purchase only items as shown on the bid tabulation attached hereto as Exhibit “A” and incorporated herein for all legal purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2014, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tina Jauz, Community Services Director

Regina Stephenson, Purchasing Manager

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 7714-14 Playground & Recreational Equipment				Child's Play, Inc. 10661 Shady Trail Dallas, TX 75220 972-484-0600 bills@childsplayinc.net		Child's Play, Inc. 10661 Shady Trail Dallas, TX 75220 972-484-0600 bills@childsplayinc.net		Child's Play, Inc. 10661 Shady Trail Dallas, TX 75220 972-484-0600 bills@childsplayinc.net		Simmons Builders General Contract 3804 Simmons Creek Lane Flower Mound, TX 75022 Eugene Carl Simmons (972) 355-8580		The Playwell Group 4743 Iberia Ave, Suite C Dallas, TX 75207 Paige Underwood (800) 726-1816		Miracle Recreation Equipment Co. c/o Churchich Recreation PO Box 1174 Niwot, CO 80544 (303) 530-4414		Site Source 1812 Kipling Dr. Flower Mound, TX 75022 Kim Neal (972) 539-4024		Playgrounds Etc 1031 Andrews Hwy Ste. 303 Midland, TX 79701 Frank Bartlett (432)687-6388		Exerplay, Inc 12001 N Hwy 14, PO Box 1160 Cedar Crest, NM 87008 Jeff Talley (806)670-4006	
OPENED April 16, 2014 \$758,775.00																					
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	
			OPTION 1		OPTION 2		OPTION 3														
1	55	6' Park Benches w/ Backs (Surface Mount)	\$371.0000	\$20,405.00	\$371.0000	\$20,405.00	\$371.0000	\$20,405.00	\$450.00	\$24,750.00		NO BID	\$307.64	\$16,920.20		NO BID	\$355.28	\$19,540.40		\$15,675.00	
		Brand Name	Burke		Burke		Burke		UltraSite				Leisurecraft BWWB-SM-PERF				Webcoat		Webcoat		
		Delivery		\$880.00		\$880.00		\$880.00										\$810.00		\$1,150.00	
									6 Weeks				Approx. 4 wks ARO				4-6 Weeks		Within 21 Days of PO		
2	25	6' Picnic Tables (Concrete Mount)	\$743.0000	\$18,575.00	\$743.0000	\$18,575.00	\$743.0000	\$18,575.00	\$840.00	\$21,000.00		NO BID	\$554.64	\$13,866.00		NO BID	\$701.90	\$17,547.50		\$12,375.00	
		Brand Name	Burke		Burke		Burke		UltraSite				Leisurecraft T6XPP-PERF				Webcoat		Webcoat		
		Delivery		\$200.00		\$200.00		\$200.00										\$300.00		\$885.00	
									6 Weeks				Approx. 4 wks ARO				4-6 Weeks		Within 21 Days of PO		
3	12	12' Picnic Tables (Concrete base mount)	\$1,346.0000	\$16,152.00	\$1,346.0000	\$16,152.00	\$1,346.0000	\$16,152.00	\$1,140.00	\$13,680.00		NO BID	\$952.82	\$11,433.84		NO BID	\$1,437.53	\$17,250.36		\$17,400.00	
		Brand Name	Burke		Burke		Burke		UltraSite				Leisurecraft T12XPP-PERF				Webcoat		Kaypark		
		Delivery		\$200.00		\$200.00		\$200.00										\$240.00		\$1,850.00	
									6 Weeks				Approx. 4 wks ARO				4-6 Weeks		Within 21 Days of PO		
4	15	18" X 24" min BBQ Pits (post mount)	\$270.0000	\$4,050.00	\$270.0000	\$4,050.00	\$270.0000	\$4,050.00	\$650.00	\$9,750.00	\$215.00	\$3,225.00	\$206.26	\$3,093.90		NO BID	\$171.13	\$2,566.95		\$1,950.00	
		Brand Name	Pilot Rock		Pilot Rock		Pilot Rock		Belson Outdoors		RJ Thomas		Pilot rock N-24 B2				Pilot Rock		Kaypark		
		Delivery		\$786.00		\$786.00		\$786.00			Included w/item #5							\$900.00		\$565.00	
									8 weeks				Approx. 4 wks ARO				4-6 Weeks		Within 21 Days of PO		
5	4	18" x 36" min BBQ Pits (post mount)	\$546.0000	\$2,184.00	\$546.0000	\$2,184.00	\$546.0000	\$2,184.00	\$750.00	\$3,000.00	\$475.00	\$1,900.00	\$433.63	\$1,734.52		NO BID	\$360.50	\$1,442.00		\$1,380.00	
		Brand Name	Pilot Rock		Pilot Rock		Pilot Rock		Belson Outdoors		RJ Thomas		Pilot Rock P-1000 B7				Pilot Rock		Kaypark		
		Delivery		\$393.00		\$393.00		\$393.00				\$1,991.10						\$350.00		\$405.00	
									8 weeks				Approx. 4 wks ARO				4-6 Weeks		Within 21 Days of PO		
6	2	Octagon Gazebo (gable roof w/rails & cupola)	\$16,224.0000	\$32,448.00	\$16,244.0000	\$32,488.00	\$16,244.0000	\$32,488.00	\$12,000.00	\$24,000.00		NO BID	\$28,195.00	\$56,390.00	\$13,932.00	\$27,864.00	\$16,543.00	\$33,086.00		\$19,500.00	
		Brand Name	Ultra Shelter		Ultra Shelter		Ultra Shelter		Ultra Shelter				Poligon OTC		Classic Recreation Systems		Litchfield		RLP		
		Delivery		\$1,260.00		\$1,260.00		\$1,260.00										\$800.00		\$2,500.00	
									6 wks after approved drawings				Approx. 16 wks ARO		7-9 Weeks		4-6 Weeks		Within 21 Days of PO		
7	1	Hexagon Picnic Shelter (gable roof)	\$11,337.0000	\$11,337.00	\$11,337.0000	\$11,337.00	\$11,337.0000	\$11,337.00	\$14,200.00	\$14,200.00		NO BID	\$20,023.00	\$20,023.00	\$11,364.00	\$11,364.00	\$17,596.00	\$17,596.00		\$12,000.00	
		Brand Name	Ultra Shelter		Ultra Shelter		Ultra Shelter		Ultra Shelter				Poligon HXE		Classic Recreation Systems		Litchfield		RLP		
		Delivery		\$1,150.00		\$1,150.00		\$1,150.00										\$800.00		\$2,500.00	
									6 wks after approved drawings				Approx. 16 wks ARO		7-9 Weeks		4-6 Weeks		Within 21 Days of PO		
8	6	Playground renovations to include equipment & installation	\$566,578.00		\$791,011.00		\$783,534.0000	\$783,534.00	\$92,633.00	\$555,798.00		\$569,082.77	Option 1	\$594,676.67		NO BID		\$505,577.00		\$763,801.25	
		Brand Name	Burke		Kompan		Burke/Kompan		GameTime		PlayWorld		Miracle Recreation Equipment				Playland - if purchased		LSI		
		Delivery		\$0.00		\$0.00		\$0.00					Option 2	\$601,621.28			Individually	\$10,569.00		\$15,835.20	
									35 days after color selection				Approx 4 Wks ARO				4-6 Weeks		Within 21 Days of PO		
9	8	2 Bay swings with surface mulch as specified	\$4,709.0000	\$37,672.00	\$4,709.0000	\$37,672.00	\$4,709.0000	\$37,672.00	\$5,250.00	\$42,000.00	Included in playground quote		\$34,912.64		NO BID		Included		\$47,472.00		
		Brand Name	Burke		Burke		Burke		GameTime		PlayWorld		Miracle Recreation Equipment				Playland - includes installation		LSI		
		Delivery		\$2,950.00		\$2,950.00		\$2,950.00										\$1,600.00		\$4,000.00	
									35 days after color selection				Approx. 4 Wks ARO				4-6 Weeks		Within 21 Days of PO		
		TOTAL COST		\$717,220.00		\$941,693.00		\$934,216.00		\$708,178.00		\$576,198.87		\$753,050.77		\$39,228.00		\$630,975.21		\$921,243.45	
			Bonds Included		Bonds Included		Bonds Included		Bonds Included		Bonds Included		Bonds Included		Bonds not included		Cashier's Check Included		Bonds Included		
1	55	Installation of 6' benches	\$50.0000	\$2,750.00	\$50.0000	\$2,750.00	\$50.0000	\$2,750.00		\$16,500.00		NO BID		NO BID		NO BID		\$21,700.00		NO BID	
																	Includes items #1-5				
2	25	Installation of 8' picnic tables	\$50.0000	\$1,250.00	\$50.0000	\$1,250.00	\$50.0000	\$1,250.00		\$11,250.00		NO BID		NO BID		NO BID		Included in #1		NO BID	
3	12	Installation of 12' picnic tables	\$50.0000	\$600.00	\$50.0000	\$600.00	\$50.0000	\$600.00		\$6,000.00		NO BID		NO BID		NO BID		Included in #1		NO BID	
4	15	Installation of BBQ Pits 18" X 24"	\$50.0000	\$750.00	\$50.0000	\$750.00	\$50.0000	\$750.00		\$3,750.00		NO BID		NO BID		NO BID		Included in #1		NO BID	
5	4	Installation of BBQ Pits 18" X 36"	\$50.0000	\$200.00	\$50.0000	\$200.00	\$50.0000	\$200.00		\$1,200.00		NO BID		NO BID		NO BID		Included in #1		NO BID	
6	6	Installation of Two Bay Swingsets	\$1,138.5000	\$6,831.00	\$1,138.5000	\$6,831.00	\$1,138.5000	\$6,831.00		Included		Included		NO BID		NO BID		Included in #1		NO BID	
7	2	Installation of Octagon Pavilion	\$7,211.0000	\$14,422.00	\$7,211.0000	\$14,422.00	\$7,211.0000	\$14,422.00		\$19,000.00		NO BID		NO BID		\$6,700.00	\$13,400.00	\$14,560.00		NO BID	
																	Includes Item #6 & 7				
8	1	Installation of Hexagon Pavilion	\$5,039.0000	\$5,039.00	\$5,039.0000	\$5,039.00	\$5,039.0000	\$5,039.00		\$17,000.00		NO BID		NO BID		\$5,900.00		Included in #6		NO BID	
													Additional discount off line item #8		Deduct \$1100.000 if both pavilions are ordered		If All six parks purchased		\$515,662.00		
									Monthly progress payments for work complete & material in storage at				all six park playgrounds be purchased as one order and				Discounted price for #1-9 if entire project; site amenities,				
9.1																					

[illegible]

Bidding Summary:

25 Bid requests were issued.

7 Bids listed above

1 NO BIDS were received.

Rec Brands Group

17 Bidders did not respond.

Adventure Playground Systems (sent unsealed bid), BSN Sports (Late bid), Playworld Systems, Recreation Sales, Landscape Structures, GameTime, Total Recreation Products, BCI Burke Company, Play & Park Structures, Engineered Plastic Systems, Kraftsman Commercial Playground & Waterworks, Keystone Ridge Designs TDCJ/Texas Correctional Industries, Xgrass, CMR Construction & Roofing, Adventures Outback, GWG Wood Group



THE CITY OF MIDLAND

CONTRACT

Contract No.7714-14

THIS CONTRACT, effective the 21st day of May, 2014, by and between the City of Midland, hereinafter referred to as the "City", and Miracle Recreation Equipment Company c/o Churchich Recreation LLC, hereinafter referred to as the "Contractor", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 606,533.92 DOLLARS

2. **Scope of Work:** The Contractor shall perform all work described for labor, material, equipment and supervision necessary to purchase and install Item 8 for six (6) playgrounds (\$571,621.28) and Item 9 for two (2) bay swings (\$34,912.64) listed in the proposal in Exhibit A for parks in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

3. **City:** The words "City's Representative" or "representative" shall mean Tina Jauz or her 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 the City to act in any particular capacity under this Contract.

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

incident thereto. City's representative will not be responsible for the Contractor's failure to perform the work in accordance with the contract.

5. **Contractor:** Unless otherwise stipulated, the Contractor 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. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. The Contractor 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 the Contractor'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. The Contractor 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 the City to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications.

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

7. **Safety:** The Contractor 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: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS**

AND DEFEND THE CITY AND ALL OF THE CITY'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 CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8.1. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE CITY, THE CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE 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 CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8.2. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE 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, 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 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 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 CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** The Contractor 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 120 calendar days after release to proceed.

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

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve the Contractor 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. The City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** The 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 the Contractor to make payments promptly to subcontractors or for material or labor which the City may pay as an agent for the Contractor; or
- 12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or the Contractor provides a surety bond satisfactory to the City, which will protect the City in the amount withheld, payment shall 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 the City of any kind whatsoever.

14. **Wage Scale:** The Contractor 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** - The City and Contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by the Contractor, including all Change Orders altering the original scope and amount of said 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 shall thereafter issue payment to the 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 the 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 the Contractor, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by the Contractor and approved by the City. For contracts exceeding \$25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third Party Beneficiary:** 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.

18. **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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE 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 CITY AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

19. **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.

20. **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

Worker's Compensation: Statutory limits

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

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. 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.

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 Worker's 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.

21. **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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, 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 WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES**

CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

24. **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 City; 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 respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City 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 City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. 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 City does not have the power to direct the order in which the work is done. The City 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.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, 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 Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the

amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, 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 the City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Contract are reasonable.

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

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

Contract No: 7714-14

City of Midland

CONTRACTOR

Courtney B. Sharp, City Manager

APPROVED ONLY AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

Contractor Corporate Acknowledgment: Contract: Contract No.7714-14

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

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

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

Notary Public, State of Texas

**Request for Proposal:
Playground and Recreational
Equipment**

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

RFP # 7714-14

Due: April 16, 2014 – 11:00am

Proposed by:
Miracle Recreation Equipment Co.
C/o Churchich Recreation LLC
P.O. Box 1174
Niwot, CO. 80544

Chris Churchich
Project Manager
chris@churchichrecreation.net
www.churchichrecreation.net
303-530-4414 x 12



Exhibit "A"

PLAYGROUND

**BID FORMS
PROJECT PRICING
BID BOND
PROOF OF INSURANCE**

C.J. KELLEY PARK: OPTIONS 1 & 2

- 3D COLOR RENDERINGS
- DETAILED TOP VIEW DRAWINGS
- IPEMA CERTIFICATIONS

COWDEN PARK: -OPTIONS 1 & 2

- 3D COLOR RENDERINGS
- DETAILED TOP VIEW DRAWINGS
- IPEMA CERTIFICATIONS

DUNAGAN PARK: OPTIONS 1 & 2

- 3D COLOR RENDERINGS
- DETAILED TOP VIEW DRAWINGS
- IPEMA CERTIFICATIONS

GARRETT BROWN PARK: OPTIONS 1 & 2

- 3D COLOR RENDERINGS
- DETAILED TOP VIEW DRAWINGS
- IPEMA CERTIFICATIONS

HIDALGO PARK: OPTIONS 1 & 2

- 3D COLOR RENDERINGS
- DETAILED TOP VIEW DRAWINGS
- IPEMA CERTIFICATIONS

HILL PARK: OPTIONS 1 & 2

- 3D COLOR RENDERINGS
- DETAILED TOP VIEW DRAWINGS
- IPEMA CERTIFICATIONS

PRODUCT SPECIFICATIONS



CITY OF MIDLAND

PURCHASING DIVISION

BID REQUEST

DATE:

PAGE:

(THIS IS NOT AN ORDER)

BID NO: 7714-14

OPENING TIME: 11:00 AM

CLOSING DATE: 4-16-14

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N. Loraine St., Suite 330, Midland, TX
UNTIL 11:00 A.M. FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED
TO:

Parks & Recreation, 2300 Butternut Lane, Midland, Texas

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Playground and Recreational Equipment in accordance with the attached proposal, specifications, and contract.		
				TOTAL	\$731,800.40

NOTICE TO BIDDERS:

- FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
- BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
- 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 REQUIREMENTS OF PARAGRAPH 3, 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.

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

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

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

MIRACLE RECREATION EQUIPMENT CO.
COMPANY NAME: % CHURCH RECREATION, LLC -
ADDRESS PO BOX 1174
CITY NIWOT ST CO ZIP 80544
PHONE NO. 303-530-4414 FAX NO. 303-530-9239
EMAIL: heatner@churchrecreation.net

CASH DISCOUNT: N/A % N/A DAYS
DELIVERY CAN BE MADE PER LINE ITEM
AUTHORIZED SIGNATURE Chris Chik

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

ADDITIONAL DISCOUNT OFF OF LINE ITEM 8 IN THE AMOUNT OF \$30,000
SHOULD ALL SIX PARK PLAYGROUNDS BE PURCHASED AS ONE ORDER AND
SHIPPED AT ONE TIME.



MIRACLE RECREATION EQUIP. CO.
 910 CHURCH RECREATION, LLC.
 Contractor's Name

PROPOSAL Bid #7714-14

To: Purchasing Manager
 City of Midland
 Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, 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 materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Item	Qty	Unit	Description	Unit Cost	Total Cost
1	55	ea	6' Park Benches w/backs (Surface Mount)	\$ 307.64	\$ 16,920.20
			Brand Name LEISURECRAFT BOMB-SM-PERF		
			Delivery APX 4 WKS A.R.O.		
2	25	ea	6' Picnic Tables (concrete base mount)	\$ 554.64	\$ 13,866.00
			Brand Name LEISURECRAFT T6XPP-PERF		
			Delivery APX 4 WKS A.R.O.		
3	12	ea	12' Picnic Tables (concrete base mount)	\$ 952.82	\$ 11,433.84
			Brand Name LEISURECRAFT T12XPP-PERF		
			Delivery APX 4 WKS A.R.O.		
4	15	ea	18" x 24" min BBQ Pits (post mount)	\$ 206.26	\$ 3,093.90
			Brand Name PILOT ROCK N-24 BZ		
			Delivery APX 4 WKS A.R.O.		
5	4	ea	18" x 36" min BBQ Pits (post mount)	\$ 433.63	\$ 1,734.52
			Brand Name PILOT ROCK P-1000 BF		
			Delivery APX 4 WKS A.R.O.		
6	1	ea	Octagon Gazebo (gable roof w/rails & cupola)	\$ 28,195.00	\$ 28,195.00
			Brand Name POLYGON OTC		
			Delivery APX 16 WKS A.R.O.		
7	1	ea	Hexagon Picnic Shelter (gable roof)	\$ 20,023.00	\$ 20,023.00
			Brand Name POLYGON HXE		
			Delivery APX 16 WKS A.R.O.		
8	6	ea	Playground renovations to include equipment & surface installation as specified.	\$ 594,676.67	\$ 594,676.67
			Brand Name MIRACLE RECREATION EQUIP. CO.	\$ 601,621.28	\$ 601,621.28
			Delivery APX 4 WKS A.R.O.		
9	8	ea	2 Bay swings with surface mulch as specified	\$ 34,912.64	\$ 34,912.64
			Brand Name MIRACLE RECREATION EQUIP. CO.		
			Delivery		
			Total Cost APX 4 WKS A.R.O.		\$ 731,900.38

Bidders who have the capacity to offer installation may submit a bid for installation of items requiring installation. Installation is an alternate bid and may not be part of the total purchase unless otherwise stated.

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 and he further agrees to commence work within ten (10) days

S:\Purch PDF\0ProcFid\FY2014\7714-14 47861 0090 Recreational equipment for parks\RFB\7714-14 Proposal.doc
 REVISED: March 28, 2014

ADDITIONAL DISCOUNT OFF OF LINE ITEM 8
 IN THE AMOUNT OF \$30,000 SHOULD ALL
 SIX PARK PLAYGROUNDS BE PURCHASED AS
 ONE ORDER AND SHIPPED AT ONE TIME.

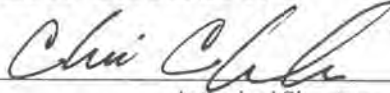
By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

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.

MIRACLE RECREATION EQUIPMENT CO.
90 CHURCH RECREATION, LLC.

Bidder



Authorized Signature

303.530.4414 x 12⁹⁸⁷

Telephone

PO BOX 1174 NIWOT, CO. 80544

Address, City and State

CHRIS CHURCHICH

Please Print above Name

303.530.9239

Fax

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

☒ PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision, including a waiver of subrogation as stated in the contract)

☒ 5% BID BOND FOR CONTRACTS IN AMOUNTS OF \$50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT). * THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF \$50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

*FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).

- iii. Each playground design should be unique and non-repetitive from site to site. The City strives to expand the variety of play experiences throughout the community and seeks to encourage cross-utilization of its parks. It is not necessarily favorable to put a single play structure in each area.
- iv. Due to the climate in Midland Texas, play structures that incorporate some type of shade elements will be given favorable consideration.
- v. Each playground, at a minimum, should accommodate ages 5 through 12. Accommodations for toddlers are required at Hill and Hidalgo parks and will be favored in the larger playgrounds,
- vi. Each park that has a "Swing Area" should have, at a minimum, two bays of swings, with 1 bay being toddler swings. Note that some swing areas are not yet constructed, but will be built prior to installation by City of Midland forces.
- vii. All removal of existing equipment will be completed by City of Midland forces prior to scheduled installation of new equipment,.
- viii. Graphic images of proposed playgrounds may be submitted in conjunction with the bids. Presentations may be requested during the selection process.
- ix. See Section 4, **REQUIREMENTS** for additional playground specifications.

4. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his or her bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or black ink if completed by hand or typewriter. A separate sheet may be used as long as each item is identified and the sheet(s) are signed.

Requirement	Vendor Comment
4.2. PLAYGROUND MATERIALS:	
4.2.1. The cost of each item shall include all freight charges for that item.	<u>COMPLIANT</u>
4.2.2. All equipment shall conform to applicable safety standards and dimensions.	<u>COMPLIANT</u>
4.2.3. Playground materials should include a percentage of both pre-consumer and post-consumer recycled content.	<u>COMPLIANT</u>
4.2.4. Playground components (where applicable) must be IPEMA Certified.	<u>COMPLIANT</u>
4.2.5. The system shall meet or exceed the Texas Accessibility Standards of the Texas Architectural Barriers Act and the standards as required under the Americans with Disabilities Act. Playground layout must comply with ASTM 1487.	<u>COMPLIANT</u>
4.2.6. All materials shall be structurally sound and suitable for safe play, low maintenance and long life.	<u>COMPLIANT</u>

- 4.2.7. Frame shall be of metal construction with powder coat finish (unless made of an approved alternate surface). COMPLIANT
- 4.2.8. Decks shall be plastic coated expanded metal (or better). COMPLIANT
- 4.2.9. All equipment shall conform to applicable safety standards including CPSC Guidelines. COMPLIANT
- 4.2.10. Slides shall be polyethylene material (or better). Metal slides will not be accepted. COMPLIANT
- 4.2.11. Colors will be selected after award. A color selection chart/guides should be included with the bid. COMPLIANT
- 4.2.12. The cost summary shall include the total system cost with a breakdown of each item with its individual cost. Please provide the individual cost with freight as a stand-alone cost. This is to provide costs for adding or deleting equipment from the system if necessary. COMPLIANT
- 4.2.13 Chain Climbers are NOT allowed. COMPLIANT
- 4.3. PLAYGROUND/PAVILION SITE PREPARATION AND INSTALLATION:**
- 4.3.1 Installation costs for equipment and ground-surface shall be included in bid. COMPLIANT
- 4.3.2 Site preparation costs shall be included in bid. COMPLIANT
- 4.3.3 Bid shall include removal and disposal of all packing materials and related debris during installation. COMPLIANT
- 4.3.4 Security fencing shall be provided by City of Midland to enclose the project area during installation. COMPLIANT
- 4.4 IMPACT ABSORBENT ACCESSIBLE SURFACING MATERIAL FOR PLAYGROUND:**
- 4.4.1 Ground surfacing materials must comply with ASTM 1951 "Accessibility of Surface Systems Under and Around Playground Equipment", as well as ASTM 1292 "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment. COMPLIANT

CITY OF MIDLAND

ADDENDUM

BID # 7714-14

Recreational and Playground Equipment

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: April 2, 2014

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1: Is it alright to submit a bid for a 20' pavilion instead of a 18' pavilion?

A1: The hexagon and octagon pavilions will replace existing structures in their respective locations at Garrett-Brown Park and Wadley-Barron Park. The suppliers are welcome to visit the locations and bid a pavilion of comparable size that will fit within the footprint of the existing structures. No additional concrete will be placed to accommodate a larger structure. It would be acceptable for the roof to overhang the existing concrete pad if necessary.

Q2: Is there a dollar estimate for each park location?

A2: The City of Midland is asking for proposals for reasonable play environments for the given spaces. There is an overall budget for the project that is similar in comparison to the most recently installed playgrounds, but these amounts are not tied down to each particular location. Some parks require a specific surface, others are open for proposals from suppliers. The City of Midland welcomes alternate bids in order to give the selection committee the most options for providing the best playgrounds within our budget.

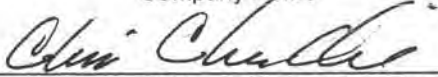
*Please note that the dates on page 2 of the proposal should state September 25, 2014 (with the exception of the playgrounds and pavilion project – which must be finished by December 2014).

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

All other terms and conditions shall remain the same.

MIRACLE RECREATION EQUIPMENT CO.
c/o CHURCHICH RECREATION, LLC.

Company Name



Bidder Authorized Signature

CHRIS CHURCHICH

Please Print Above Name

04.11.2014

Date

303.530.4414

Phone

CITY OF MIDLAND

ADDENDUM

BID # 7714-14

Recreational and Playground Equipment

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: April 9, 2014

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1: What is the expected depth below the top of the existing concrete border after the City removes the existing surface?

A1: City of Midland forces will remove existing material to 12" from the top of existing concrete.

*** Item 5 in the specs should state the grill measurements as 28" x 36". Please notate specification change and bid accordingly.***

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

All other terms and conditions shall remain the same.

MIRACLE RECREATION EQUIPMENT CO.
40 CHURCH RECREATION, LLC.

Company Name



Bidder Authorized Signature

CHRIS CHURCHICH

Please Print Above Name

04-11-2014

Date

303-530-4414 x 12

Phone

Garrett Brown Park - Option 1 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	1	\$ 782.81
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	1	\$ 782.81
7145505	5" OD X 219" POST FOR 5' DECK W/TOPPER	6	\$ 1,625.10
714552	5" OD X 136" POST (3' TO 5' DECKS)	4	\$ 784.60
7146055R1	NATURE TREE-O CLIMBER (5' DECK)	1	\$ 1,016.02
7146155	MONSTER PIPE CLIMBER, STRAIGHT (4' & 5' DECK)	1	\$ 1,080.56
7146385	GROOVE II SLIDE (5' DECK)	1	\$ 1,003.20
7146449	VERSADECK W/ENCLOSURE 16" X 48"	1	\$ 578.58
714669617S	PLAYCOVER SAIL SHADE 17', STANDARD FABRIC	1	\$ 4,298.18
714670	CHAMELEON II ENTRY & EXIT 2'6" - 4'6"	1	\$ 1,089.15
714670LZ	CHAM II SPT LEG-PRICE INCLUDED IN EXIT MODEL	1	\$ -
714670EZ	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL	1	\$ -
714670PZ	CHAM II PANEL-PRICE NCLUDED IN EXIT MODEL	1	\$ -
7146706	CHAMELEON II LEFT SECTION	1	\$ 294.72
7148135R1	NATURE DECK ENCLOSURE	2	\$ 846.10
71485159	SQUARE TRANSFER POINT W/CLOSED HR (5' DECK)	1	\$ 2,540.10
71486725R1	NATURE TWISTED VINE CLIMBER (5' DECK)	1	\$ 774.60
494103	ANT ROCK	1	\$ 13,121.74
494108	LOOKOUT ROCK	1	\$ 16,034.77
494109	RHINO ROCK	1	\$ 7,872.64
494120	FORKED LOG	1	\$ 2,725.07
494123	RUBBER HOP ROCK	2	\$ 1,009.21
494125	MEDIUM HOP ROCK	1	\$ 444.29
494302	TWO ROPE BRIDGE	1	\$ 2,149.09
494306	OFFSET ROPE BRIDGE	1	\$ 2,137.03
			\$ 62,990.38

Garrett Brown Park - Option 2 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	2	\$ 818.70
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	\$ 591.90
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	2	\$ 2,519.90
71451709	HEPTAGON DECK W/OPEN CENTER (ATTACHES TO 7 POSTS)	1	\$ 2,434.35
71454933	5" OD X 112" POST (3' DECK)	2	\$ 279.30
71454943	5" OD X 124" POST (4' DECK)	3	\$ 455.58
7145523	5" OD X 136" POST (3' TO 5' DECKS)	1	\$ 167.55
7145533	5" OD X 160" POST (5'6" TO 6'6" DECKS)	7	\$ 1,406.51
7145733	5" OD X 168" POST FOR ROOF (3'6"-5' DECK)	5	\$ 1,006.50
7145743	5" OD X 186" POST FOR ROOF (5'6"-6'6" DECK)	7	\$ 1,543.64
7146193	POD HOPPER (3' DECK)	1	\$ 1,485.59
714670	CHAMELEON II ENTRY & EXIT 2'6" - 4'6"	1	\$ 1,089.15
714670EZ	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL	1	\$ -
714670PZ	CHAM II PANEL-PRICE INCLUDED IN EXIT MODEL	1	\$ -
7146705	CHAMELEON II RIGHT SECTION	1	\$ 294.72
7147148HE	RACE CAR 1/2 PANEL W/WHEEL (BELOW DECK)	1	\$ 394.87
714719	CLIFF CLIMBER (3' & 5' DECK)	1	\$ 467.57
7147316	TRAP DOOR CLIMBER (6'6" DECK)	1	\$ 820.56
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 182.92
71474969	6'6" TYPHOON SLIDE 405 D (6' & 6'6" DK)	1	\$ 3,766.35
71475734	SLOPED CLIMBING WALL 45 DEG (3' & 4' DECK)	1	\$ 1,192.35
714782	CRUNCH STATION	1	\$ 60.31
7147841	CYCLONE SPINNER	1	\$ 1,200.12
7147868	BONGO JUNGLE CLIMBER BETWEEN 3' DECKS	1	\$ 1,716.25
714796P1	BELL (POST MOUNT)	1	\$ 91.37
7147978	CENTER LADDER W/ENCL (8' HEPTAGON DECK)	1	\$ 750.13
714808	CLIMBING POLE (3', 5' OR 6'6" DECK)	1	\$ 373.79
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	\$ 645.34
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	\$ 534.94
714815	VERTICAL LADDER CLIMBER (5' DECK)	1	\$ 421.65
7148153	VERTICAL LADDER CLIMBER (3' DECK)	1	\$ 393.70
7148176B	BIG TIMBER DOUBLE STUMP SEAT	1	\$ 528.63
7148496	OBSERVATION DECK W/EXTENDED STEERING WHEEL	1	\$ 713.87
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	\$ 1,860.12
7148625	ROOF FOR PENTAGON DECK, PERF STEEL	1	\$ 1,752.05
7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	1	\$ 3,065.20
714905	HORIZONTAL "L" LADDER W/END CLIMBER	1	\$ 1,330.51
7149609	ADA STAIRS BETWEEN DECKS W/2' 6" RISE	1	\$ 1,844.05
7149662	BIG TIMBER SIT N' SEE PANEL	2	\$ 1,053.54
7149663	BIG TIMBER FENCE POST PANEL	1	\$ 348.58
714969	SPIRAL CLIMBER (6'6" DECK)	1	\$ 1,126.76
494133	NEEDLE ROCK	1	\$ 12,378.16
			\$ 53,107.08

Hildago Park - Option 1 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	1	\$ 782.81
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	1	\$ 782.81
7145506	5" OD X 243" POST FOR 6'6" DECK W/TOPPER	6	\$ 1,759.92
7146604	PHYZICS LINKZ ROPE 4' BETWEEN POST	1	\$ 315.20
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
71466721	PHYZICS BUTTRESS LADDER CLIMBER	1	\$ 945.73
71466737	PHYZICS BUTTRESS ROPE CLIMBER TO 6' HEPT DECK	1	\$ 3,294.70
714669626S	PLAYCOVER SAIL SHADE 26', STANDARD FABRIC	1	\$ 6,093.64
714670LZ	CHAM II SPT LEG-PRICE INCLUDED IN EXIT MODEL	2	\$ -
714670EZ	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL	2	\$ -
714670PZ	CHAM II PANEL-PRICE NCLUDED IN EXIT MODEL	2	\$ -
7146701	CHAMELEON II ENTRY & EXIT 5' - 6'6"	1	\$ 1,207.54
7146701	CHAMELEON II ENTRY & EXIT 5' - 6'6"	1	\$ 1,207.54
7146705	CHAMELEON II RIGHT SECTION	3	\$ 884.16
7146706	CHAMELEON II LEFT SECTION	3	\$ 884.16
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 182.92
7147341	SAFETY PANEL AGES 2-5, FREE STANDING	1	\$ 182.92
7148131	DECK ENCLOSURE W/ONE SIDED OPENING	1	\$ 251.50
714816	WALL ENCLOSURE	1	\$ 310.09
71485169	SQUARE TRANSFER POINT W/CLD HR (6' & 6'6" DK)	1	\$ 2,742.10
4331	INTERAXION ALPHA	1	\$ 5,927.90
9452	SADDLE SEAT, STRAIGHT POST	1	\$ 478.73
7185019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	3	\$ 1,111.05
7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	\$ 721.25
7185494	3 1/2" OD X 118" POST (4' DECK)	1	\$ 106.13
7185505	3 1/2" OD X 216" POST FOR 5' DECK W/TOPPER	6	\$ 911.16
71860215	STEEL PANEL W/STEERING WHEEL	1	\$ 543.39
7186384	GROOVE II SLIDE (4' DECK)	1	\$ 899.30
718669617S	PLAYCOVER SAIL SHADE 17', STANDARD FABRIC	1	\$ 4,289.13
718700	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK)	1	\$ 944.80
718731	TRAP DOOR CLIMBER (3' & 5' DECK)	1	\$ 664.24
71875734	45 DEG SLOPED CLIMBING WALL (3' & 4' DECK)	1	\$ 1,192.35
718796P1	BELL (POST MOUNT)	1	\$ 91.37
718812	12" RISER PLATE	1	\$ 83.94
71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	\$ 1,540.70
			\$ 41,333.18

Hildago Park - Option 2 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	2	\$ 1,183.80
7145049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	\$ 871.86
71451909	OCTAGON DECK W/OPN CENTER (ATTA TO 12 POSTS)	1	\$ 3,117.95
71454933	5" OD X 112" POST (3' DECK)	3	\$ 418.95
7145523	5" OD X 136" POST (3' TO 5' DECKS)	4	\$ 670.20
7145533	5" OD X 160" POST (5'6" TO 6'6" DECKS)	4	\$ 803.72
7145723	5" OD X 144" POST FOR ROOF (3' DECKS OR LESS)	6	\$ 1,023.12
7145743	5" OD X 186" POST FOR ROOF (5'6"-6'6" DECK)	8	\$ 1,764.16
714583	5" OD ARCH (3' DECKS OR LESS)	1	\$ 731.55
7146078	BRAIDED CLIMBER (8' DECK)	1	\$ 652.58
7146385	GROOVE II SLIDE (5' DECK)	1	\$ 1,003.20
714700	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK)	1	\$ 920.94
7147133B	WINDOW PANEL (BELOW DECK ONLY)	1	\$ 662.48
7147135B	DOOR PANEL (BELOW DECK ONLY)	1	\$ 662.48
714724	UPHILL CLIMBER (6'6" & 8' DECK)	1	\$ 970.47
714730	OCTAGON TREEHOUSE ROOF	1	\$ 1,935.11
7147306	HEXAGON TREEHOUSE ROOF	1	\$ 1,411.93
7147316	TRAP DOOR CLIMBER (6'6" DECK)	1	\$ 820.56
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 182.92
7147341	SAFETY PANEL AGES 2-5, FREE STANDING	1	\$ 182.92
7147556	HONEYCOMB CLIMBER (6'6" DECK)	1	\$ 1,141.00
71475716	VERTICAL CLIMBING WALL (6'6" DECK)	1	\$ 1,348.45
71475969	9'4" TYP SLIDE 630 D (6' & 6'6" DECK)	1	\$ 4,926.90
714796P1	BELL (POST MOUNT)	1	\$ 91.37
714808	CLIMBING POLE (3', 5' OR 6'6" DECK)	1	\$ 373.79
7148156	LOOK-OUT LADDER (6'6" DECK)	1	\$ 473.00
7148153	VERTICAL LADDER CLIMBER (3' DECK)	1	\$ 393.70
7148161	WIRE MESH ENCLOSURE	3	\$ 650.31
714849	OBSERVATION DECK	1	\$ 655.65
7148496	OBSERVATION DECK W/EXTENDED STEERING WHEEL	1	\$ 713.87
714851359	SQUARE TRANSFER POINT W/OPEN HR (3' DECK)	1	\$ 1,278.80
71485159	SQUARE TRANSFER POINT W/CLOSED HR (5' DECK)	1	\$ 2,540.10
7148559	8' SUSPENSION BRIDGE W/FULL BARRIER	1	\$ 3,066.15
714900	WALL ENCLOSURE W/STEERING WHEEL	1	\$ 365.34
7149071	"L" SLIDE RH, ROCKITE (3' DECK)	1	\$ 677.75
71496151	DELIGHT-O-SCOPE TELESCOPE (STEEL MOUNT)	1	\$ 261.39
714968	CURVED LOOP CLIMBER (3' DECK)	1	\$ 527.42
71499349	ADA STAIRS BETWEEN DECKS W/1'6" RISE 4' SPAN	1	\$ 1,606.40
			\$ 41,082.29

Hill Park - Option 1 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	\$ 591.90
714523127	HEPTAGON MEGA TWR 2-LEVEL (6' & 12' DECK)	1	\$ 9,217.00
714523127B	Z PRICE INCLUDED WITH 714523127	1	\$ -
7145494	5" OD X 124" POST (4 DECK)	4	\$ 738.36
7146078	BRAIDED CLIMBER (8' DECK)	1	\$ 652.58
7146384	GROOVE II SLIDE (4' DECK)	1	\$ 949.35
7146585	JAX RIZER TO DECK (4', 4'6" & 5' DECKS)	1	\$ 2,472.00
7146604	PHYZICS LINKZ ROPE 4' BETWEEN POST	2	\$ 630.40
71466043	PHYZICS LINKZ ROPE 4' TO FLUX CAPACITOR	2	\$ 630.40
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
714664C7	PHYZICS ROOF FOR ENCLOSED HEPTAGON DECK	1	\$ 7,284.09
7146651	PHYZICS LEAN OUT ENCLOSURE W/SEAT	1	\$ 1,798.62
7146656	PHYZICS LEAN OUT ENCLOSURE	1	\$ 1,483.28
7146671	PHYZICS BUTTRESS POST W/CAP	2	\$ 769.48
71466721	PHYZICS BUTTRESS LADDER CLIMBER	1	\$ 945.73
71466737	PHYZICS BUTTRESS ROPE CLIMBER TO 6' HEPT DECK	1	\$ 3,294.70
714670LZ	CHAM II SPT LEG-PRICE INCLUDED IN EXIT MODEL	1	\$ -
714670EZ	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL	1	\$ -
714670PZ	CHAM II PANEL-PRICE NCLUDED IN EXIT MODEL	1	\$ -
7146701	CHAMELEON II ENTRY & EXIT 5' - 6'6"	1	\$ 1,207.54
7146704	CHAMELEON II SHORT STRAIGHT SECTION	1	\$ 294.72
7146706	CHAMELEON II LEFT SECTION	2	\$ 589.44
714742123R	65 PHYZICS MT "S" TUBE SLIDE RH (12' DECK)	1	\$ 4,364.47
7147421265	PHYZICS MT TUBE SLIDE RH (12' DECK)	1	\$ 5,080.97
71475716	VERTICAL CLIMBING WALL (6'6" DECK)	1	\$ 1,348.45
714808	CLIMBING POLE (3', 5' OR 6'6" DECK)	1	\$ 373.79
7148131	DECK ENCLOSURE W/ONE SIDED OPENING	1	\$ 251.50
714816	WALL ENCLOSURE	2	\$ 620.18
7148265	BALANCE BOARD W/HANDHOLDS W/O POSTS	1	\$ 429.60
71483012	FULL WALL ENCLOSURE	3	\$ 1,424.31
71485169	SQUARE TRANSFER POINT W/CLD HR (6' & 6'6" DK)	1	\$ 2,742.10
2014	ACCELERATOR SWING	1	\$ 5,539.04
304	TEN SPIN	1	\$ 2,566.00
477733	FLUX CAPACITOR	1	\$ 3,577.85
6063	REFLEX	1	\$ 4,856.80
947	BARREL RIDE	1	\$ 1,515.65
			\$ 68,240.30

Hill Park - Option 2 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	\$ 409.35
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	2	\$ 1,183.80
71451709	HEPTAGON DECK W/OPEN CENTER (ATTACHES TO 7 POSTS)	1	\$ 2,434.35
71454933	5" OD X 112" POST (3' DECK)	4	\$ 558.60
7145513	5" OD X 106" POST (2'6" DECKS OR LESS)	4	\$ 554.88
7145523	5" OD X 136" POST (3' TO 5' DECKS)	2	\$ 335.10
7145533	5" OD X 160" POST (5'6" TO 6'6" DECKS)	1	\$ 200.93
7145713	5" OD X 106" POST FOR ROOF (GROUND LEVEL)	4	\$ 578.28
7145733	5" OD X 168" POST FOR ROOF (3'6"-5' DECK)	11	\$ 2,214.30
7146055	TREE-O CLIMBER (5' DECK)	1	\$ 862.25
714670LZ	CHAM II SPT LEG-PRICE INCLUDED IN EXIT MODEL	1	\$ -
714670EZ	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL	1	\$ -
714670PZ	CHAM II PANEL-PRICE INCLUDED IN EXIT MODEL	1	\$ -
7146701	CHAMELEON II ENTRY & EXIT 5' - 6'6"	1	\$ 1,207.54
7146705	CHAMELEON II RIGHT SECTION	2	\$ 589.44
71467539	5'2" TYPHOON SLIDE 270 DEG (3' DECK)	1	\$ 3,368.25
7147133B	WINDOW PANEL (BELOW DECK ONLY)	1	\$ 662.48
7147135B	DOOR PANEL (BELOW DECK ONLY)	1	\$ 662.48
7147149HB	ROLLER RACER 1/2 PANEL (BELOW DECK)	1	\$ 609.60
71471513HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1	\$ 648.83
7147157B	REST STOP PANEL (BELOW DECK ONLY)	1	\$ 905.95
714719	CLIFF CLIMBER (3' & 5' DECK)	1	\$ 467.57
714723W9	WIDE 8' BURMA BRIDGE	1	\$ 1,825.25
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 182.92
71475725R1	NATURE SLOPED CLIMBING WALL (4' & 5' DECK)	1	\$ 1,437.17
7147743	BONGO STEPS W/ENCLOSURE (3' DECK)	1	\$ 703.33
714782	CRUNCH STATION	1	\$ 60.31
7147841	CYCLONE SPINNER	1	\$ 1,200.12
714796P1	BELL (POST MOUNT)	1	\$ 91.37
7147978	CENTER LADDER W/ENCL (8' HEPTAGON DECK)	1	\$ 750.13
7148062	HULA CLIMBER BETWEEN DECKS W/2' RISE	1	\$ 903.90
714808	CLIMBING POLE (3', 5' OR 6'6" DECK)	1	\$ 373.79
7148135R1	NATURE DECK ENCLOSURE	1	\$ 423.05
71485159	SQUARE TRANSFER POINT W/CLOSED HR (5' DECK)	1	\$ 2,540.10
7148624	ROOF FOR SQUARE DECK, PERF STEEL	1	\$ 1,242.85
71486248	8' SQUARE ROOF, PERF STEEL	1	\$ 2,197.75
7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	1	\$ 3,065.20
714876B	CRAWL THRU PANEL (BELOW DECK)	1	\$ 538.80
714900	WALL ENCLOSURE W/STEERING WHEEL	1	\$ 365.34
714928	WAVY WAFFLE WALL WALKER BTWN 4' OR 5' DECKS	1	\$ 1,678.40
7149662	BIG TIMBER SIT N' SEE PANEL	1	\$ 526.77
7149746	WIGGLY WORM CLIMBER (5' OR 6'6" DECK)	1	\$ 763.45
7149754B	XYLOPHONE PANEL (BELOW DECK)	1	\$ 676.32
494107	KID ROCK	1	\$ 7,379.43
494108	LOOKOUT ROCK	1	\$ 16,536.22

494302	TWO ROPE BRIDGE	1	\$	1,986.47
944	JUMPING BEAN	1	\$	707.32
9452	SADDLE SEAT, STRAIGHT POST	1	\$	478.73
947	BARREL RIDE	1	\$	1,515.65
			\$	68,604.12

CJ Kelly - Option 1 Component Pricing

Model	Description	Qty	Equipment & Freight Onl
7145237	HEPTAGON MEGA TWR 2-LEVEL (4' & 10' DECKS)	1	\$ 8,363.75
7145237BZ	PRICE INCLUDED WITH 7145237	1	\$ -
7145523	5" OD X 136" POST (3' TO 5' DECKS)	5	\$ 837.75
71460510	TREE-O CLIMBER (10' DECK)	1	\$ 1,158.55
7146384	GROOVE II SLIDE (4' DECK)	1	\$ 949.35
7146449	VERSADECK W/ENCLOSURE 16" X 48"	1	\$ 578.58
7146604	PHYZICS LINKZ ROPE 4' BETWEEN POST	1	\$ 315.20
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
71471513	CALYPSO 3 DRUM PANEL	1	\$ 768.80
714732	WELCOME PANEL AGES 5-12, DECK MOUNTED	1	\$ 506.71
714742	30" ID FUNNEL TUNNEL SLIDE LH (10' DECK)	1	\$ 3,547.20
71475734	SLOPED CLIMBING WALL 45 DEG (3' & 4' DECK)	1	\$ 1,192.35
7147841	CYCLONE SPINNER	1	\$ 1,200.12
714808	CLIMBING POLE (3', 5' OR 6'6" DECK)	1	\$ 373.79
714812	12" RISER PLATE	1	\$ 98.24
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	\$ 534.94
71481553	END LADDER 3' TOP RUNG FOR OH CLIMBER	1	\$ 287.48
714816	WALL ENCLOSURE	2	\$ 620.18
714817	CST TREEHOUSE WALL W/SEAT	1	\$ 451.09
7148435	CHINNING BAR (ONLY)	1	\$ 88.77
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	\$ 1,860.12
7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	1	\$ 3,065.20
7149445	ORBIT CLIMBER (ONLY)	1	\$ 884.54
7149929	KIDS' PERCH	1	\$ 537.21
150060	MULTI-PONDO	1	\$ 2,141.80
4476	GRAVITY DIAMOND	1	\$ 6,484.60
TOTALS			\$ 36,846.32

CJ Kelly - Option 2 Component Pricing

Model	Description	Qty	Equipment & Freight Onl
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	2	\$ 818.70
71451169	SPLIT DECK, 6" RISE	1	\$ 843.86
71453869	CST 6'6" OCTAGON DECK FOR ROOF	1	\$ 6,485.66
71454943	5" OD X 124" POST (4' DECK)	3	\$ 455.58
7145523	5" OD X 136" POST (3' TO 5' DECKS)	4	\$ 670.20
7145533	5" OD X 160" POST (5'6" TO 6'6" DECKS)	1	\$ 200.93
71460210	STEEL TIC-TAC-TOE PANEL	1	\$ 1,172.17
7146078	BRAIDED CLIMBER (8' DECK)	1	\$ 652.58
7146384	GROOVE II SLIDE (4' DECK)	1	\$ 949.35
714670LZ	CHAM II SPT LEG-PRICE INCLUDED IN EXIT MODEL	1	\$ -
714670EZ	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL	1	\$ -
714670PZ	CHAM II PANEL-PRICE NCLUDED IN EXIT MODEL	1	\$ -
7146701	CHAMELEON II ENTRY & EXIT 5' - 6'6"	1	\$ 1,207.54
7146704	CHAMELEON II SHORT STRAIGHT SECTION	1	\$ 294.72
7146706	CHAMELEON II LEFT SECTION	2	\$ 589.44
7147142HB	FIRE TRUCK 1/2 PANEL (BELOW DECK)	1	\$ 467.25
714719	CLIFF CLIMBER (3' & 5' DECK)	1	\$ 467.57
71475726	SLOPED CLIMBING WALL (6'6" DECK)	1	\$ 1,394.50
714782	CRUNCH STATION	1	\$ 60.31
7147841	CYCLONE SPINNER	1	\$ 1,200.12
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	\$ 267.47
7148444	VERTICAL CLIMBER CARGO (4' DECK)	1	\$ 515.16
7148486	TWISTER CLIMBER (6' 6" DECK)	1	\$ 866.57
7148496	OBSERVATION DECK W/EXTENDED STEERING WHEEL	1	\$ 713.87
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	\$ 1,860.12
7148628	ROOF FOR OCTAGON DECK, PERF STEEL	1	\$ 3,170.86
71486726	TWISTED VINE CLIMBER (6'6" DECK)	1	\$ 747.30
714876B	CRAWL THRU PANEL (BELOW DECK)	1	\$ 538.80
7149709	8' ARCH BRIDGE BETWEEN DECKS	1	\$ 2,471.71
7149939E	ADA STAIRS BTWN DECKS W/1'6" RISE, EXT.	1	\$ 931.19
494112	STUMP ROCK	1	\$ 8,110.26
494119	ANGLE LOG	1	\$ 3,467.53
494133	NEEDLE ROCK	1	\$ 12,605.36
494302	TWO ROPE BRIDGE	1	\$ 2,010.40
			\$ 56,207.08

Cowden Park - Option 1 Component Pricing

Model	Description	Qty	Equipment & Freight Only
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 220.12
7147341	SAFETY PANEL AGES 2-5, FREE STANDING	1	\$ 220.12
150060	MULTI-PONDO	1	\$ 2,141.80
304	TEN SPIN	1	\$ 2,566.00
947	BARREL RIDE	1	\$ 1,515.65
8041362	UNIMINI BERKE - STEEL POST	1	\$ 10,921.40
8024842	AGITO IGLOO, GREY	1	\$ 20,397.40
8027553	SPRING TOY BOBBY	1	\$ 728.84
TOTALS			\$ 38,711.33

Cowden Park - Option 2 Component Pricing

Model	Description	Qty	Equipment & Freight Only
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 188.11
4426	WEBSCAPES AQUARIUS 6M ACTIVITY NET	1	\$ 14,059.48
9452	SADDLE SEAT, STRAIGHT POST	1	\$ 484.35
9461	SURFER	1	\$ 470.75
947	BARREL RIDE	1	\$ 1,526.46
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	3	\$ 1,454.70
7185494	3 1/2" OD X 118" POST (4' DECK)	8	\$ 876.72
718634CL	BIG TIMBER LOG W/ROCK CLIMBER LH (4' DECK)	1	\$ 1,059.92
7186384	GROOVE II SLIDE (4' DECK)	1	\$ 912.28
7187141	PARK RANGER PANEL W/WHEEL	1	\$ 500.18
7187284	BUMP & GLIDE SLIDE (4' DECK)	1	\$ 1,263.41
7187554E	HONEYCOMB CLIMBER W/ARCH ENCLOSURE (4' DECK)	1	\$ 900.06
7187631	CRITTER PUZZLE PANEL	1	\$ 552.18
718796P1	BELL (POST MOUNT)	1	\$ 92.24
718815	VERTICAL LADDER CLIMBER (5' DECK)	1	\$ 291.30
71885149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	\$ 1,907.52
718900P1	STEERING WHEEL (POST MOUNT)	1	\$ 89.99
			\$ 26,629.63

Dunagan Park - Option 1 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	\$ 409.35
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	3	\$ 1,775.70
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	1	\$ 782.81
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	1	\$ 782.81
71454943	5" OD X 124" POST (4' DECK)	6	\$ 911.16
7145506	5" OD X 243" POST FOR 6'6" DECK W/TOPPER	6	\$ 1,759.92
714552	5" OD X 136" POST (3' TO 5' DECKS)	3	\$ 588.45
7145533	5" OD X 160" POST (5'6" TO 6'6" DECKS)	5	\$ 1,004.65
714601SL	HANDRING BRIDGE "S" LH (ONLY), TO NEXUS	1	\$ 464.55
7146054	TREE-O CLIMBER (4' DECK)	1	\$ 748.13
7146086	WAVY WEDGE WALL WALKER (6'6" DECK)	1	\$ 2,429.38
714633	HOW TALL RU PANEL (POST MOUNT)	1	\$ 190.17
7146384	GROOVE II SLIDE (4' DECK)	1	\$ 949.35
7146604	PHYZICS LINKZ ROPE 4' BETWEEN POST	1	\$ 315.20
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
714660Z	PRICED WITH LINKZ ROPE	1	\$ -
714669626S	PLAYCOVER SAIL SHADE 26', STANDARD FABRIC	1	\$ 6,093.64
71471513B	CALYPSO 3 DRUM PANEL (BELOW DECK)	1	\$ 914.12
714721	CANYON CLIMBER (3' & 5' DECK)	1	\$ 701.15
7147234W9	WIDE 4' BURMA BRIDGE	2	\$ 2,031.84
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 182.92
7147394	30" ID STRAIGHT TUBE SLIDE (4' DECK)	1	\$ 1,634.03
71475969	9'4" TYP SLIDE 630 D (6' & 6'6" DECK)	1	\$ 4,926.90
714777	SKY WHEELS W/END CLIMBER	1	\$ 2,432.72
7147841	CYCLONE SPINNER	1	\$ 1,200.12
714812	12" RISER PLATE	1	\$ 98.24
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	\$ 267.47
714816	WALL ENCLOSURE	1	\$ 310.09
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	\$ 1,860.12
7149609	ADA STAIRS BETWEEN DECKS W/2' 6" RISE	1	\$ 1,844.05
714967	CURVED CLIMBER (3' & 4' DECK)	1	\$ 491.53
71499269	KIDS' PERCH W/WHEEL	1	\$ 603.60
7149929	KIDS' PERCH	1	\$ 537.21
4331	INTERAXION ALPHA	1	\$ 5,927.90
466500	ORBX CLIMBER	1	\$ 5,216.41
			\$ 50,385.69

Dunagan Park - Option 2 Component Pricing

Model	Description	Qty	Equipment & Freight Only
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	3	\$ 1,228.05
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	\$ 591.90
7145049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	2	\$ 1,743.72
7145109	RECT OPEN DECK (ATTACHES TO 6 POSTS)	3	\$ 3,324.66
714511249	SPLIT DECK W/24" RISER & ARCH ENTRY	1	\$ 1,618.37
71454933	5" OD X 112" POST (3' DECK)	4	\$ 558.60
71454943	5" OD X 124" POST (4' DECK)	5	\$ 759.30
7145513	5" OD X 106" POST (2'6" DECKS OR LESS)	1	\$ 138.72
7145523	5" OD X 136" POST (3' TO 5' DECKS)	3	\$ 502.65
7145533	5" OD X 160" POST (5'6" TO 6'6" DECKS)	8	\$ 1,607.44
7145723	5" OD X 144" POST FOR ROOF (3' DECKS OR LESS)	2	\$ 341.04
7145733	5" OD X 168" POST FOR ROOF (3'6"-5' DECK)	2	\$ 402.60
7145743	5" OD X 186" POST FOR ROOF (5'6"-6'6" DECK)	2	\$ 441.04
7146063	CURVED SHADE ROOF W/SKULL AND CROSSBONES	3	\$ 2,953.08
7147316	TRAP DOOR CLIMBER (6'6" DECK)	1	\$ 820.56
714734	SAFETY PANEL AGES 5-12, FREE STANDING	1	\$ 182.92
71474969	6'6" TYPHOON SLIDE 405 D (6' & 6'6" DK)	1	\$ 3,766.35
714760	MAGIC BALL POPPER PANEL	1	\$ 1,124.63
71477165	DUPLI-GATOR SLIDE (6' & 6'6" DECK)	1	\$ 2,327.14
7147794	DUCKWALK CLIMBER (3' & 4' DECK)	1	\$ 635.64
714782	CRUNCH STATION	1	\$ 60.31
714796P1	BELL (POST MOUNT)	1	\$ 91.37
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	2	\$ 1,290.68
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	\$ 645.34
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	\$ 267.47
7148156	LOOK-OUT LADDER (6'6" DECK)	1	\$ 473.00
714816	WALL ENCLOSURE	1	\$ 310.09
7148161	WIRE MESH ENCLOSURE	2	\$ 433.54
7148171B	LOOP SEAT	1	\$ 259.67
7148435	CHINNING BAR (ONLY)	1	\$ 88.77
714851359	SQUARE TRANSFER POINT W/OPEN HR (3' DECK)	1	\$ 1,278.80
714876B	CRAWL THRU PANEL (BELOW DECK)	2	\$ 1,077.60
714900	WALL ENCLOSURE W/STEERING WHEEL	1	\$ 365.34
7149746	WIGGLY WORM CLIMBER (5' OR 6'6" DECK)	1	\$ 763.45
71498811	SHIP'S MAST	2	\$ 3,151.50
7149882	SHIP'S CABIN WINDOW PANEL	5	\$ 4,302.50
7149883LB	SHIP'S CANNONBALL PANEL, PORT (BELOW DECK)	1	\$ 1,077.83
7149883RB	SHIP'S CANNONBALL PANEL, STARBOARD (BELOW DK)	1	\$ 1,077.83
7149884LB	SHIP'S FISH PANEL, PORT (BELOW DECK)	2	\$ 1,625.26
7149884RB	SHIP'S FISH PANEL, STARBOARD (BELOW DECK)	3	\$ 2,437.89
7149889	SHIP'S BOW ENCLOSURES (ONLY)	1	\$ 1,396.73
71499269	KIDS' PERCH W/WHEEL	1	\$ 603.60
494118	LIZARD LOG	1	\$ 5,180.56
			\$ 53,327.54

IPEMA Certificate of Compliance



To verify product certification, visit www.ipema.org

MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-523-7	Kids' Choice	HEPTAGON MEGA TOWER 2-LEVEL (4' & 10-DECKS)
714-552-3	Kids' Choice	POST 5" O.D. X 136" (3' TO 5' DECKS) 13 GAGE POSTS
714-605-10	Kids' Choice	TREE-O CLIMBER (10' DECK)
714-638-4	Kids' Choice	GROOVE II SLIDE (4' DECK)
714-644-9	Kids' Choice	VERSADECK 16" X 48" W/ENCLOSURES
714-660-4	Kids' Choice	PHYZICS LINKZ ROPE 4' BETWEEN POSTS
714-715-13	Kids' Choice	CALYPSO 3 DRUM PANEL
714-732	Kids' Choice	Welcome Sign-Ages 5-12, Deck Mounted

ISSUE DATE: 4/11/14 - C.J KELLY PARK: OPTION 1

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).



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IPEMA Certificate of Compliance



To verify product certification, visit www.ipema.org

MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-742	Kids' Choice	30" I.D. Funnel Tunnel Left (10' Deck)
714-757-34	Kids' Choice	CLIMBING WALL SLOPED 45 DEG (3' OR 4' DECK)
714-784-1	Kids' Choice	CYCLONE SPINNER
714-808	Kids' Choice	CLIMBING POLE (3, 5' OR 6'6" DECK)
714-812	Kids' Choice	12" Riser
714-813-5	Kids' Choice	Deck Enclosure
714-815-53	Kids' Choice	END LADDER 3' TOP RUNG FOR OVERHEAD CLIMBERS
714-816	Kids' Choice	Enclosure Wall

ISSUE DATE: 4/11/14 - C.J KELLY PARK: OPTION 1
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ISSUE DATE: 4/11/14 - C.J KELLY PARK: OPTION 1

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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-817	Kids' Choice	Tree House Wall w/ Seat
714-843-5	Kids' Choice	CHINNING BAR ONLY
714-851-49	Kids' Choice	SQUARE TRANSFER POINT (4' DECK)
714-862-7	Kids' Choice	ROOF FOR HEPTAGON DECK, PERF STEEL
714-944-5	Kids' Choice	Circular Overhead Climber
714-992-9	Kids' Choice	LOOK-OUT PERCH, MTHERM II



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IPEMA Certificate of Compliance



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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
150-060	Misc	MULTI-PONDO
447-6	Misc	GRAVITY DIAMOND

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

ISSUE DATE: 4/11/14 - C.J KELLY PARK: OPTION 1

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IPEMA Certificate of Compliance



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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR	PRODUCT LINE
714-523-7	Kids' Choice
714-552-3	Kids' Choice
714-605-10	Kids' Choice
714-638-4	Kids' Choice
714-644-9	Kids' Choice
714-660-4	Kids' Choice
714-715-13	Kids' Choice
714-732	Kids' Choice

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

DESCRIPTION
HEPTAGON MEGA TOWER 2-LEVEL (4' & 10' DECKS)
POST 5" O.D. X 136" (3' TO 5' DECKS) 13 GAGE POSTS
TREE-O CLIMBER (10' DECK)
GROOVE II SLIDE (4' DECK)
VERSADECK 16" X 48" W/ENCLOSURES
PHYZICS LINKZ ROPE 4' BETWEEN POSTS
CALYPSO 3 DRUM PANEL
Welcome Sign-Ages 5-12, Deck Mounted

ISSUE DATE: 4/11/14 - C.J KELLY PARK: OPTION 1

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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-742	Kids' Choice	30" I.D. Funnel Tunnel Left (10' Deck)
714-757-34	Kids' Choice	CLIMBING WALL SLOPED 45 DEG (3' OR 4' DECK)
714-784-1	Kids' Choice	CYCLONE SPINNER
714-808	Kids' Choice	CLIMBING POLE (3, 5' OR 6'6" DECK)
714-812	Kids' Choice	12" Riser
714-813-5	Kids' Choice	Deck Enclosure
714-815-53	Kids' Choice	END LADDER 3' TOP RUNG FOR OVERHEAD CLIMBERS
714-816	Kids' Choice	Enclosure Wall

ISSUE DATE: 4/11/14 - C.J KELLY PARK: OPTION 1

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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-817	Kids' Choice	Tree House Wall w/ Seat
714-843-5	Kids' Choice	CHINNING BAR ONLY
714-851-49	Kids' Choice	SQUARE TRANSFER POINT (4' DECK)
714-862-7	Kids' Choice	ROOF FOR HEPTAGON DECK, PERF STEEL
714-944-5	Kids' Choice	Circular Overhead Climber
714-992-9	Kids' Choice	LOOK-OUT PERCH, MTHERM II

ISSUE DATE: 4/11/14 - C.J KELLY PARK: OPTION 1

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
150-060	Misc	MULTI-PONDO
447-6	Misc	GRAVITY DIAMOND

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



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ISSUE DATE: 4/11/14 - COWDEN PARK: OPTION 1

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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
150-060	Misc	MULTI-PONDO
2840	Misc	Slashproof Swing Seat
2990	Misc	360 Degree Seat
304	Misc	TEN SPIN
714-735-4	Kids' Choice	Swing Frame Assembly Single Leg (4) Seat
947	Misc	BARREL RIDE



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ISSUE DATE: 4/11/14 - COWDEN PARK; OPTION 1

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MANUFACTURER

HAGS Aneby AB
Box 133
SE-578-23 Aneby
Hags, SE578 23

PRODUCT NBR
8024842
8027553

PRODUCT LINE
Agito Structures
Solo

DESCRIPTION
Agito Igloo Grey
Spring Rocking Equipment BOBBY, US

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PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



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ISSUE DATE: 4/11/14 - COWDEN PARK: OPTION 2

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
442-6	Misc	WEBSCAPES AQUARIUS 6M ACTIVITY NET
718-634CL	Tots' Choice	BIG TIMBER LOG/ROCK CLIMBER LH (4' DECK)
718-900-PI	Tots' Choice	STEERING WHEEL (POST MOUNT)
945-2	Misc	SADDLE SEAT, STRAIGHT POST
946-1	Misc	SURFER



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ISSUE DATE: 4/11/14 - DUNAGAN PARK: OPTION 1

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-501-9	Kids' Choice	TRIANGLE DECK (3 POSTS) M'THERM II
714-502-9	Kids' Choice	DECK SQUARE (4 POSTS) M'THERM II
714-503-9	Kids' Choice	DECK 1/2 HEX FULL (4 POSTS) M'THERM II
714-549-43	Kids' Choice	POST 5" O.D. X 112" (4' DECK) 13 GAGE POSTS
714-550-6	Kids' Choice	POST 5" O.D. X 204" FOR 6' DECK W/TOPPER
714-552	Kids' Choice	Post 5" O.D. X 136" 3' to 5' Decks
714-553-3	Kids' Choice	POST 5" O.D. X 160" (5'6" TO 6'6" DECKS) 13 GAGE POSTS
714-601-SL	Kids' Choice	HANDRING BRIDGE "S" LH (ONLY), TO NEXUS



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IPEMA Certificate of Compliance



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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-605-4	Kids' Choice	TREE-O CLIMBER (4' DECK)
714-608-6	Kids' Choice	WAVY WEDGE WALL WALKER (6' 6" DECK)
714-633	Kids' Choice	HOW TALL RU PANEL (POST MOUNT)
714-638-4	Kids' Choice	GROOVE II SLIDE (4' DECK)
714-660-4	Kids' Choice	PHYZICS LINKZ ROPE 4' BETWEEN POSTS
714-669-626S	Kids' Choice	PLAYCOVER HEX SAIL SHADE 26', STANDARD FABRIC
714-715-13B	Kids' Choice	CALYPSO 3 DRUM PANEL (BELOW DECK)
714-723-4W9	Kids' Choice	WIDE 4' BURMA BRIDGE M'THERM II

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-735-4	Kids' Choice	Swing Frame Assembly Single Leg (4) Seat
714-739-4	Kids' Choice	30" I.D. Tube Slide Straight (4' Deck)
714-759-69	Kids' Choice	9' 4" TYPHN SLIDE 630 DEG (6' & 6' 6" DECK) M'THERM II
714-777	Kids' Choice	SKY WHEEL W/END CLIMBER
714-784-1	Kids' Choice	CYCLONE SPINNER
714-851-49	Kids' Choice	SQUARE TRANSFER POINT (4' DECK)
714-960-9	Kids' Choice	ATA STAIRS 30" RISE, MT II
714-967	Kids' Choice	Curved Climber (3' Deck)



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ISSUE DATE: 4/11/14 - DUNAGAN PARK: OPTION 1

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT LINE

Kids' Choice
Kids' Choice

PRODUCT NBR

714-992-69
714-992-9

DESCRIPTION

KIDS' PERCH W/WHEEL, MTHERM II
LOOK-OUT PERCH, MTHERM II



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ISSUE DATE: 4/11/14 -

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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
2840	Misc	Slashproof Swing Seat
433-1	Misc	INTERAXION ALPHA
466-500	Nexus	ORBX CLIMBER

INTERNATIONAL
PLAY EQUIPMENT
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ISSUE DATE: 4/11/14 - DUNAGAN PARK: OPTION 2

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-501-9	Kids' Choice	TRIANGLE DECK (3 POSTS) M'THERM II
714-504-9	Kids' Choice	DECK 1/2 HEX OPEN (5 POSTS) M'THERM II
714-510-9	Kids' Choice	DECK RECT OPEN (6 POSTS), M'THERM II
714-511-249	Kids' Choice	SPLIT DECK, W/24" RISER & ARCH ENTRY, M'THERM II
714-549-33	Kids' Choice	POST 5" O.D. X 112" (3' DECK) 13 GAGE POSTS
714-549-43	Kids' Choice	POST 5" O.D. X 112" (4' DECK) 13 GAGE POSTS
714-551-3	Kids' Choice	POST 5" O.D. X 106" (2'6" DECKS OR LESS) 13 GAGE POSTS
714-552-3	Kids' Choice	POST 5" O.D. X 136" (3' TO 5' DECKS) 13 GAGE POSTS



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IPEMA Certificate of Compliance



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ISSUE DATE: 4/11/14 - DUNAGAN PARK: OPTION 2

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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-553-3	Kids' Choice	POST 5" O.D. X 160" (5'6" TO 6'6" DECKS) 13 GAGE POSTS
714-572-3	Kids' Choice	POST 5" O.D. X 144" ,FOR ROOF (3' DECKS OR LESS) 13 GAGE POSTS
714-573-3	Kids' Choice	POST 5" O.D. X 168" ,FOR ROOF (3'6" TO 5' DECK S) 13 GAGE POSTS
714-574-3	Kids' Choice	POST 5" O.D X 186" FOR ROOF (5'6" TO 6'6" DECKS) 13 GAGE POSTS
714-606-3	Kids' Choice	CURVED SHADE ROOF W/SKULL & CROSS BONES
714-731-6	Kids' Choice	TRAP DOOR CLIMBER (6'6" DECK)
714-735-4S	Kids' Choice	Single Frame 5" OD w/4 S/P Seats
714-749-69	Kids' Choice	6' 6" TYPHOON SLIDE 405 DEG (6' & 6' 6" DECK)



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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-760	Kids' Choice	Magic Ball Popper Panel
714-771-6S	Kids' Choice	DUPLI-GATOR SLIDE (6'6" DECK)
714-779-4	Kids' Choice	Duckwalk Climber Assy (3' & 4' Deck)
714-782	Kids' Choice	CRUNCH STATION
714-796-P1	Kids' Choice	BELL, POST MOUNT
714-810-9	Kids' Choice	STAIR BETWEEN DECKS ADA (1' RISE) M'THERM II
714-813-5	Kids' Choice	Deck Enclosure
714-815-6	Kids' Choice	Look-Out Ladder (6' 6" Deck)



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IPEMA Certificate of Compliance



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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-816	Kids' Choice	Enclosure Wall
714-816-1	Kids' Choice	Wire Mesh Enclosure
714-817-1B	Kids' Choice	LOOP SEAT
714-843-5	Kids' Choice	CHINNING BAR ONLY
714-851-359	Kids' Choice	SQUARE TRANSFER POINT OPEN HANDRAIL (3' DECK)
714-876B	Kids' Choice	CRAWL THRU PANEL (BELOW DECK)
714-900	Kids' Choice	Wall With Steering Wheel
714-974-6	Kids' Choice	WIGGLY WORM CLIMBER (5' or 6'6" DECK)

ISSUE DATE: 4/11/14 - DUNAGAN PARK: OPTION 2

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INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



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ISSUE DATE: 4/11/14 - DUNAGAN PARK: OPTION 2

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-988-11	Kids' Choice	SHIP'S MAST
714-988-2	Kids' Choice	SHIP'S CABIN WINDOW PANEL
714-988-3L	Kids' Choice	SHIP'S CANNONBALL PANEL, PORT (BELOW DECK)
714-988-3RB	Kids' Choice	SHIP'S CANNONBALL PANEL, STARBOARD 9BELOW DECK)
714-988-4LB	Kids' Choice	SHIP'S FISH PANEL, PORT (BELOW DECK)
714-988-4RB	Kids' Choice	SHIP'S FISH PANEL, STARBOARD (BELOW DECK)
714-988-9	Kids' Choice	SHIP'S BOW ENCLOSURES (ONLY)
714-992-69	Kids' Choice	KIDS' PERCH W/WHEEL, MTHERM II



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

IPEMA Certificate of Compliance



To verify product certification, visit www.ipema.org

ISSUE DATE: 4/11/14 - DUNAGAN PARK: OPTION 2

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR

494118

PRODUCT LINE

Rocks & Ropes

DESCRIPTION

LIZARD LOG

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



America

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

IPEMA Certificate of Compliance



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ISSUE DATE: 4/11/14 - GARRETT-BROWN PARK: OPTION 1

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The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-503-9	Kids' Choice	DECK 1/2 HEX FULL (4 POSTS) M/TOPPER
714-550-5	Kids' Choice	POST 5" O.D. X 186" FOR 5' DECK W/TOPPER
714-552	Kids' Choice	Post 5" O.D. X 136" 3' to 5' Decks
714-605-5R1	Kids' Choice	TREE-O CLIMBER W/NATURE ENCLOSURE (5' DECK)
714-615-5	Kids' Choice	MONSTER PIPE CLIMBER, STRAIGHT (4' & 5' DECK)
714-638-5	Kids' Choice	GROOVE II SLIDE ONE PIECE (5' DECK)
714-644-9	Kids' Choice	VERSADECK 16" X 48" W/ENCLOSURES
714-669-617S	Kids' Choice	PLAYCOVER HEX SAIL SHADE 17', STANDARD FABRIC



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ISSUE DATE: 4/11/14 - GARRETT-BROWN PARK: OPTION 1

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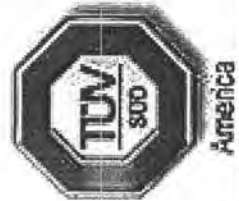
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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-670	Kids' Choice	CHAMELEON II ENTRY & EXIT 2'6" - 4'6"
714-670-6	Kids' Choice	CHAMELEON II LEFT SECTION
714-735-4	Kids' Choice	Swing Frame Assembly Single Leg (4) Seat
714-813-5R1	Kids' Choice	NATURE DECK ENCLOSURE
714-851-59	Kids' Choice	SQUARE TRANSFER POINT (5' DECK)
714-867-25R1	Kids' Choice	TWISTED VINE CLIMBER W/NATURE ENCLOSURE (5' DECK)



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ISSUE DATE: 4/11/14 -

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
2840	Misc	Slashproof Swing Seat
2990	Misc	360 Degree Seat
494103	Rocks & Ropes	ANT ROCK
494109	Rocks & Ropes	RHINO ROCK
494120	Rocks & Ropes	FORKED LOG
494123	Rocks & Ropes	RUBBER HOP ROCK
494125	Rocks & Ropes	MEDIUM ROCK



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IPEMA Certificate of Compliance



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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

ISSUE DATE: 4/11/14 - GARRETT-BROWN PARK: OPTION 2

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-501-9	Kids' Choice	TRIANGLE DECK (3 POSTS) M'THERM II
714-502-9	Kids' Choice	DECK SQUARE (4 POSTS) M'THERM II
714-512-9	Kids' Choice	PENTAGON DECK (5 POSTS) M'THERM II
714-517-09	Kids' Choice	HEPTAGON DECK W/OPEN CENTER (ATTACHES TO 7 POSTS)
714-549-33	Kids' Choice	POST 5" O.D. X 112" (3' DECK) 13 GAGE POSTS
714-549-43	Kids' Choice	POST 5" O.D. X 112" (4' DECK) 13 GAGE POSTS
714-552-3	Kids' Choice	POST 5" O.D. X 136" (3' TO 5' DECKS) 13 GAGE POSTS
714-553-3	Kids' Choice	POST 5" O.D. X 160" (5'6" TO 6'6" DECKS) 13 GAGE POSTS



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IPEMA Certificate of Compliance



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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-574-3	Kids' Choice	POST 5" O.D X 186" FOR ROOF (5'6" TO 6'6" DECKS) 13
714-619-3	Kids' Choice	GAGE POSTS
714-670	Kids' Choice	POD HOPPER (3' DECK)
714-670-5	Kids' Choice	CHAMELEON II ENTRY & EXIT 2'6" - 4'6"
714-714-8HB	Kids' Choice	CHAMELEON II RIGHT SECTION
714-719	Kids' Choice	RACE CAR 1/2 PANEL W/WHEEL (BELOW DECK)
714-731-6	Kids' Choice	Cliff Climber 3' x 5' Deck
714-735-4S	Kids' Choice	TRAP DOOR CLIMBER (6'6" DECK)
		Single Frame 5" OD w/4 S/P Seats

ISSUE DATE: 4/11/14 - GARRETT-BROWN PARK: OPTION 2

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-749-69	Kids' Choice	6' 6" TYPHOON SLIDE 405 DEG (6' & 6" DECK)
714-757-34	Kids' Choice	CLIMBING WALL SLOPED 45 DEG (3' OR 4' DECK)
714-782	Kids' Choice	CRUNCH STATION
714-784-1	Kids' Choice	CYCLONE SPINNER
714-786	Kids' Choice	BONGO CLIMBER BETWEEN 3' DECKS
714-796-P1	Kids' Choice	BELL, POST MOUNT
714-797-8	Kids' Choice	CENTER LADDER W/ENCLOSURE FOR HEPTAGON (8' DECK)
714-808	Kids' Choice	CLIMBING POLE (3, 5' OR 6'6" DECK)



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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-810-9	Kids' Choice	STAIR BETWEEN DECKS ADA (1' RISE)
714-813-5	Kids' Choice	Deck Enclosure
714-815	Kids' Choice	Climber Vertical Ladder (5' Deck)
714-817-6B	Kids' Choice	BIG TIMBER DOUBLE STUMP SEAT
714-844-3	Kids' Choice	VERTICAL CARGO CLIMBER (3' DECK)
714-849-6	Kids' Choice	OBSERVATION DECK W/EXTENDED STEERING WHEEL
714-851-49	Kids' Choice	SQUARE TRANSFER POINT (4' DECK)
714-862-5	Kids' Choice	ROOF FOR PENTAGON DECK, PERF STEEL



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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-862-7	Kids' Choice	ROOF FOR HEPTAGON DECK, PERF STEEL
714-905	Kids' Choice	Horizontal "L" Ladder w/ End Climber
714-960-9	Kids' Choice	ATA STAIRS 30" RISE, MT II
714-966-2	Kids' Choice	BIG TIMBER SIT N' SEE PANEL
714-966-3	Kids' Choice	BIG TIMBER FENCE POST PANEL
714-969	Kids' Choice	SPIRAL CLIMBER (6'6" DECK)

ISSUE DATE: 4/11/14 - GARRETT-BROWN PARK: OPTION 2

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR

494133

PRODUCT LINE

Rocks & Ropes

DESCRIPTION

NEEDLE ROCK

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



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IPEMA Certificate of Compliance



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ISSUE DATE: 4/11/14 - HIDALGO PARK: OPTION 1

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The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-503-9	Kids' Choice	DECK 1/2 HEX FULL (4 POSTS) M/THERM II
714-550-6	Kids' Choice	POST 5" O.D. X 204" FOR 6'6" DECK W/TOPPER
714-660-4	Kids' Choice	PHYZICS LINKZ ROPE 4' BETWEEN POSTS
714-667-21	Kids' Choice	PHYZICS BUTTRESS LADDER CLIMBER
714-667-37	Kids' Choice	PHYZICS BUTTRESS ROPE CLIMBER
714-669-626SFR	Kids' Choice	PLAYCOVER HEX SAIL SHADE 26', FLAME RETARDANT
714-670-1	Kids' Choice	CHAMELEON II ENTRY & EXIT 5' - 6'6"
714-670-5	Kids' Choice	CHAMELEON II RIGHT SECTION



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

IPEMA Certificate of Compliance



To verify product certification, visit www.ipema.org

MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-670-6	Kids' Choice	CHAMELEON II LEFT SECTION
714-735-6	Kids' Choice	Swing Frame Assy, Single Leg (3) Seat
714-813-1	Kids' Choice	DECK ENCLOSURE ONE SIDED OPENING
714-851-69	Kids' Choice	SQUARE TRANSFER POINT (6' & 66" DECK)

ISSUE DATE: 4/11/14 - HIDALGO PARK: OPTION 1

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ISSUE DATE: 4/11/14 - HIDALGO PARK: OPTION 1

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
718-501-9	Tots' Choice	TRIANGLE DECK (ATTACHES TO 3 POSTS) MTHERM II
718-504-9	Tots' Choice	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS) MTHERM II
718-549-4	Tots' Choice	POST 3 1/2" O.D. 106" (4' DECK)
718-550-5	Tots' Choice	POST 3 1/2" O.D. X 180" FOR 5' DECK W/TOPPER
718-602-15	Tots' Choice	STEEL STEERING WHEEL PANEL
718-638-4	Tots' Choice	GROOVE II SLIDE (4' DECK)
718-669-617S	Tots' Choice	PLAYCOVER HEX SAIL SHADE 17', STANDARD FABRIC
718-700	Tots' Choice	Side by Side Slide from a 3' Deck



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IPEMA Certificate of Compliance



To verify product certification, visit www.ipema.org

MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
718-731	Tots' Choice	TRAP DOOR CLIMBER (3' & 5' DECK)
718-812	Tots' Choice	12" RISER PLATE
718-851-359	Tots' Choice	SQUARE TRANSFER POINT OPEN HANDRAIL (3' DECK)
718-997-1	Tots' Choice	CARGO CLIMBER W/HANDHOLD (4' DECK)

INTERNATIONAL
PLAY EQUIPMENT
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ISSUE DATE: 4/11/14 - HIDALGO PARK: OPTION 1

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
2840	Misc	Slashproof Swing Seat
2990	Misc	360 Degree Seat
433-1	Misc	INTERAXION ALPHA
945-2	Misc	SADDLE SEAT, STRAIGHT POST



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>

IPEMA Certificate of Compliance



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ISSUE DATE: 4/11/14 - HIDALGO PARK: OPTION 2

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-502-9	Kids' Choice	DECK SQUARE (4 POSTS) M TH ERM II
714-504-9	Kids' Choice	DECK 1/2 HEX OPEN (5 POSTS) M TH ERM II
714-519-09	Kids' Choice	OCTAGON DECK W/OPEN CENTER (ATTACHES TO 12 POSTS)
714-549-33	Kids' Choice	POST 5" O.D. X 112" (3' DECK) 13 GAGE POSTS
714-552-3	Kids' Choice	POST 5" O.D. X 136" (3' TO 5' DECKS) 13 GAGE POSTS
714-553-3	Kids' Choice	POST 5" O.D. X 160" (5'6" TO 6'6" DECKS) 13 GAGE POSTS
714-573-3	Kids' Choice	POST 5" O.D. X 168" , FOR ROOF (3'6" TO 5' DECK S) 13 GAGE POSTS
714-574-3	Kids' Choice	POST 5" O.D X 186" FOR ROOF (5'6" TO 6'6" DECKS) 13 GAGE POSTS



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ISSUE DATE: 4/11/14 - HIDALGO PARK: OPTION 2

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MANUFACTURER

Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-583	Kids' Choice	Arch for 3' Deck
714-607-8	Kids' Choice	BRAIDED CLIMBER (8' DECK)
714-638-5	Kids' Choice	GROOVE II SLIDE ONE PIECE (5' DECK)
714-700	Kids' Choice	5' SIDE BY SIDE SLIDE W/CANOPY (3' DECK)
714-713-3B	Kids' Choice	Window Panel (Below Deck Only)
714-713-5B	Kids' Choice	Door Panel (Below Deck Only)
714-724	Kids' Choice	UPHILL CLIMBER (6'6" & 8' DECK)
714-730	Kids' Choice	OCTAGON TREEHOUSE ROOF



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MANUFACTURER
Miracle Recreation
878 East Highway 60
Monett, MO 65708

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-730-6	Kids' Choice	HEXAGON TREEHOUSE ROOF
714-731-6	Kids' Choice	TRAP DOOR CLIMBER (6'6" DECK)
714-755-6	Kids' Choice	Honeycomb Climber (6' 6" Deck)
714-757-16	Kids' Choice	Vertical Climbing Wall
714-759-69	Kids' Choice	9' 4" TYPHN SLIDE 630 DEG (6' & 6" DECK) M'THERM II
714-796-P1	Kids' Choice	BELL, POST MOUNT
714-808	Kids' Choice	CLIMBING POLE (3, 5' OR 6'6" DECK)
714-813-5	Kids' Choice	Deck Enclosure



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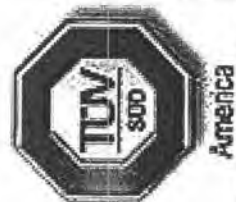
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

ISSUE DATE: 4/11/14 - HIDALGO PARK: OPTION 2

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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-816-1	Kids' Choice	Wire Mesh Enclosure
714-844-6	Kids' Choice	VERTICAL CARGO CLIMBER (6'6" DECK)
714-849	Kids' Choice	OBSERVATION DECK
714-849-6	Kids' Choice	OBSERVATION DECK W/EXTENDED STEERING WHEEL
714-851-359	Kids' Choice	SQUARE TRANSFER POINT OPEN HANDRAIL (3' DECK)
714-851-59	Kids' Choice	SQUARE TRANSFER POINT (5' DECK)
714-855-9	Kids' Choice	8' SUSPENSION BRIDGE BETWEEN DECKS, M'THERM II
714-900	Kids' Choice	Wall With Steering Wheel



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-907-1	Kids' Choice	"L" SLIDE RH (3' DECK)
714-961-S1	Kids' Choice	DELIGHT-O-SCOPE TELESCOPE (STEEL MOUNT)
714-968	Kids' Choice	CURVED LOOP CLIMBER (3' DECK)
714-993-49	Kids' Choice	STEPS BETWEEN DECKS ADA (1' 6" RISE) 4' SPAN



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
2840	Misc	Slashproof Swing Seat
2990	Misc	360 Degree Seat
714-735-6	Kids' Choice	Swing Frame Assy, Single Leg (3) Seat



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-502-9	Kids' Choice	DECK SQUARE (4 POSTS) M" THERM II
714-523-127	Kids' Choice	HEPTAGON MEGA TOWER 2-LEVEL (6' & 12' DECKS)
714-549-4	Kids' Choice	POST 5" O.D. X 124" (4' DECK)
714-607-8	Kids' Choice	BRAIDED CLIMBER (8' DECK)
714-638-4	Kids' Choice	GROOVE II SLIDE (4' DECK)
714-658-5	Kids' Choice	JAX RIZER TO 5' DECK
714-660-4	Kids' Choice	PHYZICS LINKZ ROPE 4' BETWEEN POSTS
714-660-43	Kids' Choice	PHYZICS LINKZ ROPE 4' TO FLUX CAPACITOR



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-664-C7	Kids' Choice	PHYZICS ROOF FOR ENCLOSED HEPTAGON DECK
714-665-1	Kids' Choice	PHYZICS LEAN OUT ENCLOSURE W/SEAT
714-665-6	Kids' Choice	PHYZICS LEAN OUT ENCLOSURE
714-667-1	Kids' Choice	PHYZICS BUTTRESS POST W/CAP
714-667-21	Kids' Choice	PHYZICS BUTTRESS LADDER CLIMBER
714-667-37	Kids' Choice	PHYZICS BUTTRESS ROPE CLIMBER
714-670-1	Kids' Choice	CHAMELEON II ENTRY & EXIT 5' - 6'6"
714-670-4	Kids' Choice	CHAMELEON II SHORT STRAIGHT SECTION

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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-670-6	Kids' Choice	CHAMELEON II LEFT SECTION
714-742-123R-65	Kids' Choice	PHYZICS MT "S" TUBE SLIDE, RIGHT TURN (12' DECK)
714-742-12-65	Kids' Choice	PHYZICS MT TUBE SLIDE, RIGHT TURN (12' DECK)
714-757-16	Kids' Choice	Vertical Climbing Wall
714-808	Kids' Choice	CLIMBING POLE (3, 5' OR 6'6" DECK)
714-813-1	Kids' Choice	DECK ENCLOSURE ONE SIDED OPENING
714-816	Kids' Choice	Enclosure Wall
714-826-5	Kids' Choice	BALANCE BOARD W/HANDHOLDS



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-830-12	Kids' Choice	FULL WALL ENCLOSURE
714-851-69	Kids' Choice	SQUARE TRANSFER POINT (6' & 6'6" DECK)



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
2014	Misc	ACCELERATOR SWING
304	Misc	TEN SPIN
477-733	Misc	FLUX CAPACITOR
606-3	Misc	REFLEX
947	Misc	BARREL RIDE



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-501-9	Kids' Choice	TRIANGLE DECK (3 POSTS) M ^{THERM} II
714-502-9	Kids' Choice	DECK SQUARE (4 POSTS) M ^{THERM} II
714-517-09	Kids' Choice	HEPTAGON DECK W/OPEN CENTER (ATTACHES TO 7 POSTS)
714-549-33	Kids' Choice	POST 5" O.D. X 112" (3' DECK) 13 GAGE POSTS
714-552-3	Kids' Choice	POST 5" O.D. X 136" (3' TO 5' DECKS) 13 GAGE POSTS
714-553-3	Kids' Choice	POST 5" O.D. X 160" (5'6" TO 6'6" DECKS) 13 GAGE POSTS
714-571-3	Kids' Choice	POST 5" O.D. X 106" , FOR ROOF (GROUND LEVEL) 13 GAGE POSTS
714-573-3	Kids' Choice	POST 5" O.D. X 168" , FOR ROOF (3'6" TO 5' DECK S) 13 GAGE POSTS



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-605-5	Kids' Choice	TREE-O CLIMBER (5' DECK)
714-670-1	Kids' Choice	CHAMELEON II ENTRY & EXIT 5' - 6'6"
714-670-5	Kids' Choice	CHAMELEON II RIGHT SECTION
714-675-39	Kids' Choice	5'2" TYPHOON SLIDE 270 DEG (3' DECK)
714-713-3B	Kids' Choice	Window Panel (Below Deck Only)
714-713-5RB	Kids' Choice	DOOR PANEL, REVERSED (BELOW DECK ONLY)
714-714-9HB	Kids' Choice	ROLLER RACER 1/2 PANEL (BELOW DECK)
714-715-13HB	Kids' Choice	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-715-7B	Kids' Choice	REST STOP PANEL (BELOW DECK)
714-719	Kids' Choice	Cliff Climber 3' x 5' Deck
714-723-W9	Kids' Choice	WIDE 8' BURMA BRIDGE MTHERM II
714-735-2T	Kids' Choice	Single Frame 5" OD w/2 Tot 360 Deg Seats
714-735-4S	Kids' Choice	Single Frame 5" OD w/4 S/P Seats
714-774-3	Kids' Choice	BONGO STEPS (3' DECK)
714-782	Kids' Choice	CRUNCH STATION
714-784-1	Kids' Choice	CYCLONE SPINNER



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-796-P1	Kids' Choice	BELL, POST MOUNT
714-797-8	Kids' Choice	CENTER LADDER W/ENCLOSURE FOR HEPTAGON (8' DECK)
714-806-2	Kids' Choice	HULA CLIMBER BETWEEN DECKS W/2' RISE
714-808	Kids' Choice	CLIMBING POLE (3, 5' OR 6'6" DECK)
714-813-5R1	Kids' Choice	NATURE DECK ENCLOSURE
714-851-59	Kids' Choice	SQUARE TRANSFER POINT (5' DECK)
714-862-4	Kids' Choice	Roof For Square Deck (Steel Panels)
714-862-48	Kids' Choice	ROOF FOR 8' SQUARE DECK

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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
714-862-8	Kids' Choice	Roof for Octagon Deck (Steel Panels)
714-876B	Kids' Choice	CRAWL THRU PANEL (BELOW DECK)
714-900	Kids' Choice	Wall With Steering Wheel
714-928	Kids' Choice	WAVY WAFFLE WALL WALKER BTWN 4' OR 5' DECKS
714-966-2	Kids' Choice	BIG TIMBER SIT N' SEE PANEL
714-974-6	Kids' Choice	WIGGLY WORM CLIMBER (5' or 6'6" DECK)
714-975-4B	Kids' Choice	XYLOPHONE (BELOW DECK)



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
494107	Rocks & Ropes	KID ROCK
944	Misc	JUMPING BEAN
945-2	Misc	SADDLE SEAT, STRAIGHT POST
947	Misc	BARREL RIDE

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MIRACLE WARRANTY & GENERAL SPECIFICATIONS

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• GENERAL SPECIFICATIONS

SAFETY STANDARDS & GUIDELINES All public playground equipment supplied shall meet all applicable provisions of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM). Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

TRADEMARKS Miracle (R), Miracle Recreation (R), Kids' Choice (R), Tots' Choice (R), Tots' Choice(R) Expansion, Center Stage (R), Toddlers' Choice (R), Spray Stations (R), Hang-A-Round (R), Fun Tunnel (R), Versalok (R), Rock-It (R), Flippopotamus (R), Dupli-Gator (R), Play Terrain (R), Boulder Ridge (R), Playcover (R), Webscapes (R), Libra (R), Pegasus (R), Aquarius (R), Gemini (TM), Perseus (TM), Nexus (R), Bug Bites (R), Connexion (TM), Kidrox (R), Mt. Hood (TM), Mt. Rainier (TM), Mt. Kilimanjaro (TM), Gator Grip (R), Mega Tower (R), Observation Deck (R), Big Timber (R), Tensile Tough (TM), Tensile Tower (TM), Wavy Waffle Wall Walker (TM), X-Cavator (TM), Power Pedaler (TM), Bongo (TM), Filipo (TM), Big Kahuna (R), Camel Back (TM), Mogul (TM), Groove (TM), Toboggan (TM), Typhoon (TM), Chameleon (TM), Whirlwind (TM), Funnel Tunnel (TM), Thunder Tunnel (TM), Serpent Trek (TM), Triple Play (TM), Kids' Perch (TM), View Groove (TM), Fun Fone (TM), Rodeo Rocky (TM), Schnozz Womp (TM), Offspring (TM), Rainbow Bend (TM), Funshades (TM), Sneak-A-View (TM), Mira-Cote (R), Mira-Therm (TM), Mira-Lam (TM), Mira-Lene (TM), OrbX (R), Sun Sparkle (TM), Trim Timber (R), XCalator (TM), and Perma-Guard (TM) are trademarks of Miracle Recreation Equipment Company. Tornado (TM), Multi-Pondo (TM), and Pirouette (TM) are trademarks of HGS (TM). Miracle and HGS are divisions of PlayPower, Inc. PlayPower (R) is a trademark of PlayPower, Inc.

QUALITY SYSTEM CERTIFICATION The manufacturer's quality system is certified to ISO 9001 since December 1998.

PRODUCT CHANGES At Miracle Recreation Equipment Company, we strive for the utmost in quality and safety in our entire product line. Therefore, in order to honor this commitment to you, our customers, we reserve the right to make changes on any product released and/or published in our annual catalog and other promotional or technical literature.

WARRANTY

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. LIMITED ONE HUNDRED (100) YEAR WARRANTY on aluminum deck posts, steel deck posts, the VersaLok(R) fastening system, and associated fastening hardware against structural failure due to weather corrosion or defects in materials or workmanship.

2. LIMITED FIFTEEN (15) YEAR WARRANTY on steel support legs and Mira-Therm (TM) 2 on MEGA TOWER (R), TOTS' CHOICE (R), Nexus (TM), KIDS' CHOICE (R), CENTER STAGE (R), and Boulder Ridge (R) Rock Wall against structural failure due to weather corrosion or defects in materials or workmanship.

3. LIMITED FIFTEEN (15) YEAR WARRANTY on playsystem steel components including railings, rungs, and rigid climbers against structural failure due to defects in materials or workmanship.

4. LIMITED FIFTEEN (15) YEAR WARRANTY on Rock-It (R) against structural failure due to defects in materials or workmanship.

5. LIMITED TEN (10) YEAR WARRANTY on all Play Cover (R) steel frames against failure due to weather corrosion or defects in materials or workmanship.

6. LIMITED TEN (10) YEAR WARRANTY on Play Terrain (R) Rubber Mulch against total color loss and on the attenuation performance and appearance of Play Terrain (R) Synthetic Turf safety surfacing. Please contact your local representative for more information.

7. LIMITED FIVE (5) YEAR WARRANTY on all Play Cover (R) fabric due to rot, UV deterioration (shades of red carry LIMITED THREE (3) YEAR WARRANTY), or defects in materials or workmanship.

8. LIMITED FIVE (5) YEAR WARRANTY on Kidrox (R) Climbing Rocks against structural failure due to defects in materials or workmanship.

9. LIMITED FIVE (5) YEAR WARRANTY on all Webscapes (R) Net Climbers against degradation of design loading capabilities and LIMITED ONE (1) YEAR WARRANTY against defects in materials or workmanship.

10. LIMITED THREE (3) YEAR WARRANTY on Slashproof Seats, Trim Timbers (TM), and 360° Bucket Tot Seats for Swings against structural failure due to defects in materials or workmanship.

11. LIMITED ONE (1) YEAR WARRANTY against structural failure due to defects in materials or workmanship on the following products and components: TODDLERS' CHOICE (R) main support materials and decks; all pool slide support structures, stairways, landings, and railings; bleachers; and all products and components not specifically listed above, including, without limitation, all moving parts and flexible climbers.

12. LIMITED SIX (6) MONTH WARRANTY on sewn fabric components on Early Childhood products against failure due to defects in materials or workmanship.

13. These limited warranties do not protect against color fade (except for Play Cover (R), as noted above), or damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed and maintained according to manufacturer's installation and maintenance instructions.

14. All warranties begin to run on the date of Miracle's invoice. Repaired or replacement part(s) are warranted only for the balance of the original limited warranty.

BUYER'S REMEDY: If any products prove to be defective or non-conforming under normal use and within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at P.O. Box 420, Monett, MO 65708 USA. Miracle will within a reasonable time and in its sole discretion repair or replace such defective or non-conforming product by providing replacement products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s).

These limited warranties apply only to Miracle products that are erected in conformance with Miracle's installation instructions and maintained and inspected in conformance with Miracle's maintenance and operational instructions. These limited warranties specifically do not cover Miracle products: that have been modified, altered, or misused; that have not been used as designed or intended to; to which non-Miracle parts have been added or substituted; or that have been damaged due to vandalism, abnormal use, or abuse. Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

EXCEPT AS EXPRESSLY WARRANTED HEREIN, MIRACLE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL MIRACLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR OTHER PECUNIARY LOSS).

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of items listed in bold type.

• DECK SYSTEMS

• KIDS' CHOICE

• **KIDS' CHOICE MIRA-THERM II DECKS:** The deck models in the 714-50X-9 series shall consist of a (3) sided equilateral triangle deck: Model # 714-501-9, with a **deck top surface area of 7 sq. ft. (1008 sq. in.)**; a (4) sided square deck: Model # 714-502-9, with a **deck top surface area of 16 sq. ft. (2304 sq. in.)**; (4) sided (3) opening half hex decks: Model #s 714-503-9 and 714-504-9, with a **deck top surface area of 21 sq. ft. (3024 sq. in.)**; (4) sided (6) opening rectangular decks: Model #s 714-508-9, 714-509-9 and 714-510-9, with a **deck top surface area of 32 sq. ft. (4608 sq. in.)**; a (5) sided pentagon deck: Model # 714-512-9, with a **deck top surface area of 23.8 sq. ft. (3427 sq. in.)**; an (8) sided octagon deck: Model # 714-519-9, with a **deck top surface area of 60 sq. ft. (8640 sq. in.)**; (4) sided (6) opening parallelogram decks: Model #s 714-505-9, 714-506-9 and 714-507-9, with a **deck top surface area of 28 sq. ft. (4032 sq. in.)**; and a (7) sided heptagon deck: Model # 714-517-9, with a **deck top surface area of 55 sq. ft. (7,920 sq. in.)**.

Model # 714-511-9 shall be an isosceles triangle split deck (single section) designed to serve as a step platform for lower deck heights: 18" or lower for 2-5 year olds, and 30" or lower for 5-12 year olds. All other Model # 714-511-X9 split decks shall feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" (X) rise shall be formed along the

hypotenuse between two posts. Models which rise greater than 6" shall contain a riser plate; models which rise greater than 12" shall also contain an arched enclosure assembly. **The deck top surface area of split deck models shall be 8 sq. ft. each for both sections, or total 16 sq. ft.** Riser plates shall be constructed of 11 ga. **A-60 Galvannealed** sheet; risers for 18" and 24" rises shall contain a rung and vertical supports of **1" tube, solid welded**, all finished in **Mira-Cote**. The arch enclosure assembly accompanying models which rise 18" and 24" shall comprise top and bottom supports and an arched upright constructed of **1" pipe, drilled, formed and mashed, all solid welded**, and vertical rungs of **1" tube, with plastic pipe plugs inserted in open ends, and finished in Mira-Cote**.

Decks shall be designed for maximum flexibility in height of deck surface, from 0" to 6'-6" (in 6" increments,) though 3', 5' and 6'-6" shall be considered standard heights. Decks shall be designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made beneath deck with no exposed fasteners on deck perimeter. Decks with 8' wide open side shall be designed to attach to another deck with 8' wide open side at same deck height, or to a Model # 714-770-6 Flippopotamus Slide/Climber.

All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded prior to PVC coating. Each assembly shall contain **Versalok Fasteners and Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm**.

• **KIDS' CHOICE MEGA TOWER 3-LEVEL DECK** shall comprise three octagonal decks – 2', 8' and 14' – on common posts with an enclosed center climber for ascending to upper levels. The assembly shall require a roof as well as barriers or other play components. The overall height of the assembly (with roof and cupola) shall be approximately 27' from finished grade. Eight-sided decks shall consist of a center deck section (48" square on 2' level, 24" x 48" rectangle on 8' and 14' levels to create openings for ladder access) surrounded by four hexagon shaped deck sections to form a single octagon deck with a deck top surface area of 77.3 square feet (69.3 square feet for 8' and 14' levels). The deck length shall be 125.4" post to opposite post and 116" flat edge to flat edge. The deck frame shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Each shall contain deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1" flat. Each section shall be solid welded. Post assemblies shall be constructed of **5" tube**, 12 with swaged ends upon which 12 standard posts shall be field assembled. The assembly shall contain two 5" **round end caps** for field assembly to two of the posts, and two 10" extensions of **5" tube** with 5" **round end caps** pressed in at the factory for field assembly to two other posts. The remaining posts shall be uncapped in readiness for roof attachment. Two center climbers each shall comprise a ladder and enclosure assembly. The ladder shall be constructed of two 1-1/2" **pipe** side rails with seven 1" **pipe** rungs solid welded between them. Two vertical spokes of 3/4" x 1" **oval tube** shall be solid welded to bottom rung. Top ends of the rails shall contain 3/8" threaded inserts for field attachment to upper deck. Bottom end

of ladder shall have a 7 ga. steel sheet punched mounting plate for field assembly to lower deck. The overall width of the ladder assembly shall be 17-1/18". The angle of ascent shall be 69 degrees. The enclosure assembly shall comprise two parts: a main enclosure and a side enclosure. Each shall be constructed of top and bottom rails of formed 1" **pipe** with uprights of 3/4" x 1" **oval tube, solid welded**. The main enclosure shall have three uprights of 1" **pipe, solid welded**, in addition to oval uprights. Both enclosures shall be 66-5/16" from top of top rail to bottom of bottom rail. The assembly shall contain **Versalok Fasteners, Fastener Style A** hardware and **Fastener Style B** hardware. The deck shall be finished in **Mira-Therm**. The center climbers, posts, caps, extensions and clamps shall be finished in **Mira-Cote**.

• **KIDS' CHOICE HEPTAGON MEGA TOWER 3-LEVEL DECK** shall comprise three heptagonal decks – 2', 8' and 14' – on common posts with an enclosed center climber for ascending to upper level. The assembly requires a roof as well as barriers or other play components. The overall height of the assembly (with roof) is approximately 25' from finished grade. Seven-sided decks shall each consist of one (1) 3-Section Deck and two (2) 2-Section Decks, with 8' Deck also consisting of one (1) Center Deck Plug. Top deck surface area shall be 57 square feet. The deck length shall be 105" flat to post. The deck frame shall be constructed with folded 11 ga. Steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Each shall contain deck support members of 3/16" x 2" flat and decking supports of 3/16" x 2-13/16" flat. Each section shall be solid welded. Post assemblies shall be constructed of **5" tube, 11 ga.** The remaining posts shall be uncapped in readiness for roof attachment. A center climber shall comprise a ladder and enclosure assembly. The ladder shall be constructed of two 1-1/2" **pipe** side rails with five 1" **pipe** rungs solid welded between them. Two vertical spokes of 3/4" x 1" **oval tube** shall be solid welded to bottom rung. Top ends of the rails shall contain 3/8" bolts for field attachment to upper deck. Bottom end of ladder shall have a 7 ga. Steel sheet mounting plate for field assembly to lower deck. The overall width of the ladder assembly shall be 16". The angle of ascent shall be 0°. The enclosure assembly shall be constructed of a top rail of formed 1" **pipe** with uprights of 3/4" x 1" **oval tube, solid welded**, and a bottom mounting plate consisting of 7 ga. steel sheet. The enclosure shall be 50" from top of top rail to bottom of bottom rail. The assembly shall contain **Versalok Fasteners and Fastener Style A**. The decks shall be finished in **Mira-Therm**. The center climber, posts, caps, and clamps shall be finished in **Mira-Cote**.

• **KIDS' CHOICE MEGA TOWER 2-LEVEL DECK** shall comprise two octagonal decks – 2' and 8' or 4' and 10' – on common posts with an enclosed center climber for ascending to upper level. The assembly requires a roof as well as barriers or other play components. The overall height of the assembly (with roof and cupola) shall be approximately 21' from finished grade. Eight sided decks shall consist of a center deck section (48" square on 2' or 4' level, 24" x 48" rectangle on 8' or 10' level to create opening for ladder access) surrounded by four hexagon shaped deck sections to form a single octagon deck with a deck top surface area of 77.3 square feet (69.3 square feet for 8' or 10' level). The deck length shall be 125.4" post to opposite post and 116" flat edge to flat edge. The deck frame shall be constructed with folded 11 ga.

steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Each shall contain deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1" flat. Each section shall be solid **welded**. Post assemblies shall be constructed of 5" tube. The assembly shall contain four 5" round end caps for field assembly to the four center posts. The remaining posts shall be uncapped in readiness for roof attachment. A center climber shall comprise a ladder and enclosure assembly. The ladder shall be constructed of two 1-1/2" pipe side rails with seven 1" pipe rungs solid **welded** between them. Two vertical spokes of 3/4" x 1" oval tube shall be solid welded to bottom rung. Top ends of the rails shall contain 3/8" threaded inserts for field attachment to upper deck. Bottom end of ladder shall have a 7 ga. steel sheet punched mounting plate for field assembly to lower deck. The overall width of the ladder assembly shall be 17-1/16". The angle of ascent shall be 69°. The enclosure assembly shall comprise two parts: a main enclosure and a side enclosure. Each shall be constructed of top and bottom rails of formed 1" pipe with uprights of 3/4" x 1" oval tube, solid **welded**. The main enclosure shall have three uprights of 1" pipe, solid **welded**, in addition to oval uprights. Both enclosures shall be 66-5/16" from top of top rail to bottom of bottom rail. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The decks shall be finished in **Mira-Therm**. The center climber, posts, caps and clamps shall be finished in **Mira-Cote**.

• **KIDS' CHOICE HEPTAGON MEGA TOWER 2-LEVEL DECK** shall comprise two heptagonal decks – 8" and 14" for Model # 714-520-27, or 2" and 8" for Model # 714-521-7 – on common posts with an enclosed center climber for ascending to upper level. The assembly requires a roof as well as barriers or other play components. The overall height of the assembly (with roof) is approximately 25' from finished grade. Seven-sided decks shall each consist of one (1) 3-Section Deck and one (1) 2-Section Deck, with 2' Deck also consisting of one (1) Center Deck Plug. Top deck surface area shall be 57 square feet. The deck length shall be 105" flat to post. The deck frame shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Each shall contain deck support members of 3/16" x 2" flat and decking supports of 3/16" x 2-13/16" flat. Each section shall be solid **welded**. Post assemblies shall be constructed of 5" tube, 11 ga. The remaining posts shall be uncapped in readiness for roof attachment. A center climber shall comprise a ladder and enclosure assembly. The ladder shall be constructed of two 1-1/2" pipe side rails with five 1" pipe rungs solid **welded** between them. Two vertical spokes of 3/4" x 1" oval tube shall be solid welded to bottom rung. Top ends of the rails shall contain 3/8" bolts for field attachment to upper deck. Bottom end of ladder shall have a 7 ga. steel sheet mounting plate for field assembly to lower deck. The overall width of the ladder assembly shall be 16". The angle of ascent shall be 0°. The enclosure assembly shall be constructed of a top rail of formed 1" pipe with uprights of 3/4" x 1" oval tube, solid **welded**, and a bottom mounting plate consisting of 7 ga. steel sheet. The enclosure shall be 50" from top of top rail to bottom of bottom rail. The assembly shall contain **Versalok Fasteners** and **Fastener Style A**. The decks shall be finished in **Mira-Therm**. The center climber, posts, caps, and clamps shall be finished in **Mira-Cote**.

• **KIDS' CHOICE MIRA-THERM II HEPTAGON DECK WITH OPEN CENTER** shall be a seven-sided deck featuring a perforated and PVC-coated steel surface with a center opening to which a vertical, ground-to-deck climber (not included) must be assembled. Users ascend or descend to pass through the deck's circular opening onto the deck or playground surface. The deck shall be designed for maximum flexibility in height from 0" to 6'-6" (in 6" increments) though 3', 5', and 6'-6" are considered standard deck heights. The deck shall be designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections are made with a deck support casting and clamp ring. All deck connections are made beneath the deck with no exposed fasteners on its perimeter. Each deck half shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. A 2" wide brace constructed of 11 ga. steel shall support the semi-circular opening along mating deck half edges (which shall form the opening in the deck upon assembly). Each half shall be solid **welded** prior to PVC coating. The Ladder and Enclosure for Heptagon Decks comprises a center ladder for ascending to 6' or 8' Heptagon Decks. The ladder shall be constructed of two 1-1/2" pipe side rails with five 1" pipe rungs solid **welded** between them. Two vertical spokes of 3/4" x 1" oval tube shall be solid welded to bottom rung. Top ends of the rails shall contain 3/8" bolts for field attachment to upper deck. The overall width of the ladder assembly shall be 16". The angle of ascent shall be 0°. The enclosure assembly shall be constructed of a top rail of formed 1" pipe with uprights of 3/4" x 1" oval tube, solid **welded**, and a bottom mounting plate consisting of 7 ga. steel sheet. The enclosure shall be 50" from top of top rail to bottom of bottom rail. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm**. The ladder and enclosure shall be finished in **Mira-Cote**. Clamps shall have a **Mira-Cote** finish.

• **KIDS' CHOICE MIRA-THERM II PENTAGON DECK WITH OPEN CENTER** shall be a five-sided deck featuring a perforated and PVC-coated steel surface with a 22" I.D. circular opening in its center to which a vertical, ground-to-deck climber (not included) must be assembled. Users may ascend or descend to pass through the deck's circular opening onto the deck or playground surface. The deck shall be designed on a 48" center-to-center spacing on 5" deck posts at equal or varied heights. All deck-to-post connections shall be made with a deck support casting and clamp ring. All deck connections shall be made beneath the deck with no exposed fasteners on its perimeter. Model # 714-512-09 shall require five posts and shall have a deck top surface area of 23.8 sq. ft. Each deck half shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. A 2" wide brace constructed of 11 ga. steel shall support the semi-circular opening along mating deck half edges (which shall form the opening in the deck upon assembly). Each half shall be solid **welded** prior to PVC coating. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm**. Clamps shall have a **Mira-Cote** finish.

• **KIDS' CHOICE MIRA-THERM II OCTAGON DECK WITH OPEN CENTER** shall be an eight-sided deck featuring a perforated and PVC-coated steel surface with a 22" I.D. circular opening in its center to which a vertical, ground-to-deck climber (not included) must be assembled. Users may ascend or descend to pass through the deck's circular opening onto the deck or playground surface. The deck shall be designed for maximum flexibility from 0" to 8". The deck shall be designed on a 48" center-to-center spacing on 5" deck posts at equal or varied heights. All deck-to-post connections shall be made with a deck support casting and clamp ring. All deck connections shall be made beneath the deck with no exposed fasteners on its perimeter. Model # 714-519-9 shall require twelve posts and shall have a deck top surface area of 60 sq. ft. Each deck half shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. A 2" wide brace constructed of 11 ga. steel shall support the semi-circular opening along mating deck half edges (which shall form the opening in the deck upon assembly). Each half shall be solid **welded** prior to PVC coating. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm**. Clamps shall have a **Mira-Cote** finish.

• **KIDS' CHOICE POSTS: STEEL POSTS:** The steel posts each shall be constructed of 5" tube, 11 ga. with a 5" round end cap pressed into its top end. Post and end cap shall have a **Mira-Cote** finish.

• **KIDS' CHOICE STEEL POSTS** each shall be constructed of 5" tube with a 5" round end cap pressed into its top end. Post and end cap shall have a **Mira-Cote** finish.

• **KIDS' CHOICE POSTS: ALUMINUM POSTS:** The optional aluminum posts shall be constructed of 5" aluminum tube with 5" round end caps mechanically fastened to the top end. Posts and end caps shall have a **Mira-Cote** finish.

• **POST EXTENSIONS:** Steel post extensions shall mount to existing posts to provide additional lengths of 12" or 18". Each shall be constructed of 5" tube in lengths of 16" or 22" with one swaged end. Each extension shall contain **Fastener Style B** hardware. Each extension shall have a **Mira-Cote** finish.

• **KIDS' CHOICE STEEL ARCHES:** The steel arches shall be a single piece, "U" shaped component measuring 4' from leg center to leg center, in lengths (from leg in to inside apex height) of 12'-7-7/8" (Model # 714-583), 14'-7-7/8" (Model # 714-585), and 16'-1-7/8" (Model # 714-586). There shall be a 6'-6" clearance from deck surface to the inside apex of each arch. Model # 714-583, # 714-585 and # 714-586 shall be constructed of 5" tube, 11 ga. Model # 714-583-3, # 714-585-3 and # 714-586-3 shall be constructed of 5" tube. Arches shall have a **Mira-Cote** finish.

• **SQUARE ROOF:** The square roof shall measure 60" square by 32" high and shall be constructed of double wall **Rockite** with a shingle pattern. The roof shall attach to the top of posts with four roof brackets. For Kids' Choice, the roof brackets shall be constructed of 4" Sch 40 pipe welded to a 5" x 18-1/2" plate made of 11ga. A-60 Galvannealed. For Tots' Choice Expansion, the roof brackets shall be

constructed of 3-1/4" Sch 40 pipe **welded** to a 6" x 20" plate made of 11 ga. **A-60 Galvannealed**. Roof clearance for the square roof shall be 72" from deck surface to roof edge. The **Rockite** roof shall have color molded in. The roof brackets shall have a **Mira-Cote** finish.

- **8' SQUARE ROOF** shall mount atop a set of decks or posts forming an 8' square. The roof panel assemblies shall contain upper and lower panel assemblies constructed of 16 ga. **A-60 Galvannealed** sheet perforated with 3/16" holes in a pattern. Mid-roof supports shall be constructed of 1-1/2" x 3" 11 ga. rectangular tube (similar to **square tube**). A length of **1" pipe** shall be **welded** to the lower panel's bottom edge. Roof truss assemblies shall be constructed of a roof mount swaged stub of **5" tube welded** at a 54° angle to truss of **5" tube** containing bolting tabs on both sides of 11 ga. **G-90 galvanized**. **5" round end caps** shall close open ends of trusses. All hardware shall be **Fastener Style A**. The steel roof panels, mid-roof supports, and truss assemblies shall have a **Mira-Cote** finish.

- **MESH ROOF WITH ARCHES** shall be designed to provide partial shade over deck systems of various heights. Stand-alone models comprise a patterned arc roof supported on each side by end arches. Extension models expand the assembly with a patterned arc roof and a center arch (requiring a stand-alone model of the same height). Each arch assembly shall consist of an arch with bolting bracket weldment (center arch in extensions feature two brackets – one on each side of arch). Arches for Model # 714-563, # 714-565, # 714-566, # 714-563-1, # 714-565-1, # 714-566-1, # 714-568 and # 714-568-1 shall be constructed of **5" tube**, **11 ga.** Arches for Model # 714-563-3, # 714-565-3, # 714-566-3, # 714-563-13, # 714-565-13 and # 714-566-13 shall be constructed of **5" tube**. For all models except # 714-568 and # 714-568-1, the arch shall be a single piece. Model # 714-568 and # 714-568-1 each shall comprise a set of arches with two posts per arch constructed of **5" tube**, **11 ga.** with swaged top ends for field assembly to arch legs. All arches shall be "U"-shaped components measuring 4'-0" from leg center to leg center. Arch heights, from leg end to inside apex, shall be approximately 12'-8" for models # 714-563-X, approximately 14'-8" for models # 714-565-X, approximately 16'-2" for models # 714-566-X, and approximately 19'-1" for models # 714-568-X. Roof brackets shall measure 2" x 75-1/2" and shall be constructed of 11 ga. **A-60 Galvannealed** sheet with five bolt holes. Each arch assembly shall be solid **welded**. The roof shall be constructed of 20 ga. sheet measuring 43" x 76", perforated with holes in a pattern. The roof shall have five bolt slots along each of the two side edges for field assembly to arch brackets. All hardware shall be **Fastener Style A**. The roof and arch assemblies shall have a **Mira-Cote** finish.

- **PLAYCOVER FABRIC ROOFS** shall be designed for attachment to Kids' Choice and Tot's Choice posts, and can be retro-fitted to existing systems. Both Pyramid and PinWheel designs shall measure 12' x 12', 14' x 14', or 18' x 18' and shall be constructed of high density polyethylene, UV stabilized with a monofilament and tape knitted lock stitch construction producing a fabric that will not tear or fray if cut. Structural steel columns for the Pyramid shall be of either 5" x 11 ga. steel pipe (Kids' Choice) or 3.5" x 12 ga. steel pipe (Tot's Choice). Structural steel columns for the PinWheel shall be of either 2-7/8" x 12 ga. or 3.5" x 13 ga. steel pipe.

- **FLIPPOTAMUS ROOF** shall be designed for attachment to Half Hex Decks, optionally in conjunction with Model # 714-770-6 Flippopotamus Slide/Climber. It shall resemble a cartoon-like "flippopotamus" character. The roof shall be constructed of **Rockite** and shall measure 5'-0" x 9'-6" x 3'-6". For Kids' Choice, the roof mount receivers shall consist of a sleeve constructed of **4-5/8" tube solid welded** to a mounting plate of 11 ga. sheet. For Tot's Choice Expansion, the roof mount receivers each shall consist of a sleeve constructed of **3-1/4" tube solid welded** to a mounting plate constructed of 11 ga. sheet. The roof mount receivers shall be finished in **Mira-Cote**. The **Rockite** roof shall have color molded-in, with "eyes" painted at the factory.

- **ROOFS WITH PERF STEEL, RECYCLED PLASTIC OR HYBRID PANELS** with open tops for square, pentagon, heptagon hexagon and octagon decks shall offer superior durability in most environmental conditions. The steel roof panels shall be constructed of 16 ga. **A-60 Galvannealed** sheet perforated with 3/16" holes in a pattern, with a formed "lip" at the panel's top edge to provide additional stability during installation. A length of **1" pipe** shall be **welded** to the panel bottom. The recycled roof panels shall be constructed of 100% post consumer recycled plastic and approximately 3/4" thick. A panel mount formed of 11 ga. **G-90 galvanized** shall be field assembled to trusses and roof panels. Roof truss assemblies shall be constructed of a roof mount stub of either **5" tube** for Kids' Choice or **3-1/2" tube** for Tot's Choice Expansion, solid **welded** at a 54° angle to truss of **5" tube** containing bolting tabs on both sides of 11 ga. **G-90 galvanized**. **5" round end caps** shall close open ends of trusses. All hardware shall be **Fastener Style A**. The steel roof panels and trusses shall have a **Mira-Cote** finish. The recycled panels shall have a natural finish. The panel mounts shall have a galvanized finish. Note that a hybrid model (with alternating recycled plastic and perf steel roof panels) is not available for heptagon or pentagon decks due to the odd number of panels.

- **TRIPLE PLAY ROOFS** shall be tile-textured, overlapping roof sections in several configurations to fit various deck sizes. The roof sections shall be constructed of double-wall **Rockite**, with wall thickness of 1/4". End section shall be 48-7/8" tall x 63-1/8" wide x 56-1/2" long. Middle section shall be 48-7/8" tall x 62-3/8" wide x 58" long. For Kids' Choice, the roof mount receivers shall be constructed of 11 ga. flat with a 3" tall section of **4-5/8" tube solid welded**. For Tot's Choice Expansion, the roof mount receivers shall be constructed of 11 ga. flat with a 3" tall section of **3-1/4" tube solid welded**. The support tubes for Model # 714-866-4 shall be **3-1/2" tube** sections 100" long. All fastening hardware shall be **Fastener Style A**. The **Rockite** roof sections shall have color molded in. The roof mount receivers and support tubes shall be finished in **Mira-Cote**.

- **ROCKET ROOF** shall resemble the skyward-pointing nosecone of a spaceship. Designed for attachment to 8-sided decks, the Rocket Roof comprises metal uprights that curve inward to meet beneath a plastic dome cap. It shall stand approximately 10'-3" above the posts to which it is field assembled. Each panel shall comprise formed outer uprights of **1-1/2" pipe solid welded** to top and bottom rungs of **1" tube**, 14 ga. with infill of **1" tube**, 14 ga. uprights solid **welded**. One outer upright shall have a threaded aluminum insert factory-installed in its top end for field assembly of dome. Panels shall be fastened together in the field with **1" O.D.** threaded

aluminum spacers. Connectors shall comprise a sleeve of **4-5/8" tube** and a disc of **1/4" plate** with a mounting stub of **1-1/4" pipe**, all solid **welded**. The dome shall be constructed of high density polyethylene with a textured outer surface. It shall be fastened to panel uprights in the field with dome connectors constructed of **1-1/2" x 2-1/2" x 3/16" angle**. The assembly shall contain **Fastener Style A** and **Fastener Style B** hardware. The panels and connectors shall be finished in **Mira-Cote**. The dome shall have color molded in.

- **PAGODA ROOFS** shall provide shade for Kids' Choice deck systems and will be available in either Pentagon or Heptagon configurations. Panels shall be constructed of 16 ga. galvanized sheet solid **welded** to a panel bracket of **1" pipe**. Trusses shall comprise posts with post caps, swaged connectors and panel connector tubes. Steel posts and swaged connectors shall be constructed of **5" tube**. Posts each shall have a **5" round end cap** pressed into its top end. Connector tabs shall be constructed of 7 ga. sheet, all solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel and trusses shall have a **Mira-Cote** finish.

- **DECAGON ROOF** shall be a 10 panel roof with open top for use on 5-sided decks. The roof shall stand approximately 76-1/2" from the top of deck posts to which it is field assembled. Decagon Roofs can be one color or two alternating colors. Each panel shall be constructed of punched 20 ga. **A-60 Galvannealed** sheet measuring approximately 84-3/8" x 27" x 3" when formed. Outer edges shall be folded inward and punched for bolting tabs. Panels shall be field assembled together, and the panels with support flanges shall be field assembled to receivers in deck post ends forming a ring at the base to complete the roof assembly. When assembled, roof panels shall be set 64° from level. Each roof support flange shall be constructed of 11 ga. black sheet with slotted bolting tabs of 11 ga. black sheet solid **welded**. Each receiver shall comprise a sleeve of swaged **5" tube**, a mounting plate of 11 ga. **A-60 Galvannealed** sheet, and roof mounting brackets of 7 ga. **A-60 Galvannealed** sheet, all solid **welded**. Fastening hardware shall be **Fastener Style A** and **Fastener Style B**. Roof support flanges shall be polyethylene powdercoat finished. Roof panels and receivers shall be finished in **Mira-Cote**.

- **PLAY CONE ROOF** shall be designed to cover the open top of Heptagon Decks. The roof stands approximately 65" from the top of deck posts to which it is attached. Each roof panel shall be constructed of punched 20 ga. **A-40 Galvannealed** sheet measuring approximately 83" x 52-1/2" x 5-1/2" when formed. Outer edges shall be folded inward and punched for bolting tabs. Support flanges shall be field assembled to receivers in deck post ends forming a ring at the base, and panels shall be field assembled to support flanges to complete the roof assembly. When assembled, roof panels are set 52-1/2° from level. Each roof support flange shall be constructed of 11 ga. black sheet with slotted bolting tabs of 11 ga. black sheet solid **welded**. Each receiver shall comprise a sleeve of swaged **5" tube**, a mounting plate of 11 ga. **A-60 Galvannealed** sheet, and four (4) 1/4-20 weld nuts, all solid **welded**. Fastening hardware shall be **Fastener Style A** and **Fastener Style B**. Roof support flanges shall be polyethylene powdercoat finished. Roof panels and receivers shall be finished in **Mira-Cote**.

- **ROOFS FOR WIDE BURMA BRIDGES** shall

shelter Wide Burma Bridges (Model # 714-723-W9 or # 714-723-12W9) spanning 8' or 12' between decks of equal height. The frame shall comprise top rails of 1" pipe with arched rails of 1" pipe, 12 ga. and bolting brackets of 11 ga. sheet **A-60 Galvannealed**, all solid **welded**. The roof panels be constructed of 16 ga. sheet **A-60 Galvannealed**, perforated with a staggered pattern of 3/8" holes 5/8" apart center-to-center, with segments of 1" pipe welded to each end and capped with plastic pipe plugs. The arched upper barriers at each end shall be constructed of **Mira-Lene** measuring approximately 50" x 26-7/8". The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The frame, roof panels, and clamps shall be finished in **Mira-Cote**. The **Mira-Lene** arch enclosures shall have color molded in.

- **LAUNCH PAD SIGN** shall be designed exclusively for attachment to a Roof for Wide Burma Bridge, 12' Span, Model # 714-723-12W9R. It advances a playsystem's "space" or "spaceship" theme with distinctive, futuristic, colorful side panels with routed text. The arched panels shall be constructed of **Mira-Lene** with rounded edges, drilled for field assembly to mounting plates and support rails. The mounting plates shall be constructed of aluminum tread plate, drilled for field assembly to panels, roof panels and deck posts. The arched plates shall contain three round holes of various sizes and an embossed, polished chrome appearance. The support rails shall be constructed of 1" pipe with threaded aluminum inserts factory-installed for field assembly to panels. One rail shall also have an upright of 1" pipe solid welded for field assembly to roof for added stability. The assembly shall contain **Fastener Style A** hardware. The panels shall have color molded in. The support rails shall be finished in **Mira-Cote**.

- **BIG TIMBER HEXAGON LEAF ROOF** shall be an open-top roof assembly designed for hexagonal deck systems. Molded in textures and colors shall provide resemblance to leaves and branches of an actual treetop. The Hex Leaf Roof shall be constructed of **Rockite** and shall be approximately 118" in diameter (at roof section edge) by 54" tall at the apex. Roof sections shall be bolted together and attached to Deck Posts by means of Roof Mount Receivers. For Kids' Choice, the Roof Mount Receivers each shall consist of a sleeve constructed of 4-5/8" tube bolted to plates of 11 ga. sheet. For Tot's Choice Expansion, the Roof Mount Receivers each shall consist of a sleeve constructed of 3-1/4" tube bolted to plates of 11 ga. sheet. All hardware shall be **Fastener Style A**. The Roof sections shall have color molded in. The Receivers shall have a **Mira-Cote** finish (available in brown color only to match colors in Roof assembly.)

- **CURVED SHADE ROOF** casts shade-providing shadows for Kids' Choice deck systems. Panel shall be constructed of 16 ga. galvanized sheet and shall measure 65-3/16" in height and 42-1/2" in width. Trusses shall comprise a left and right post with post caps, and panel connector brackets. Steel post shall be 5" tube with a 5" round end cap pressed into its top end. Brackets shall be constructed of 7 ga. sheet, all solid welded. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel and trusses shall have a **Mira-Cote** finish.

- **CUPOLA FOR HEPTAGON ROOF** shall be designed to cap the open top of standard "Roof for Heptagon Decks" models. Model # 714-862-7CF shall feature a flag pole with mounting brackets for a customer-provided flag (24" maximum height). The peaked cupola roof top halves, when fastened

together, shall measure 36-1/4" O.D. by 13-3/4" high with a 54° slope. Each half shall be constructed of 14 ga. HRPO black, perforated with 3/16" holes spaced 1/2" apart center-to-center in a staggered pattern, and shall be punched and solid welded. The soffit shall measure 33" O.D. (after bending to create bolting tabs on perimeter) with an 18" I.D. opening, and shall be constructed of 11 ga. sheet, punched and formed, with 3/8" weldnuts on its bottom side. Extension trusses each shall comprise a receiver of 4.6875" O.D. by 0.188" thick tube with flange of 11 ga. **A-60 Galvannealed** sheet solid welded to a stub of 1-1/2" pipe capped by a 1-3/4" by 3/8" thick CRS threaded insert. The interior wall shall be constructed of 24 ga. 304 SS sheet measuring 9-1/4" high by 69-5/8" wide (laid flat), punched and formed. The flag pole mounting plate shall comprise an 8" high receiver of 2" Sch 40 pipe with 3/8" weldnuts and gussets of 11 ga. black sheet on a 21-1/4" O.D. plate of 7 ga. black, all solid welded. The 72" flag pole shall be constructed of 1-1/2" pipe with cross plates of 7 ga. black sheet, formed and punched, welded to its top end and links of 4/0 straight link coil chain solid welded to its side. When assembled, the top of the flag pole shall extend approximately 65-1/2" above the cupola's peak. The assembly shall contain **Fastener Style A** hardware and **Fastener Style B** hardware. The cupola top, soffit, extension trusses, flag pole, and flag pole mounting plate shall be finished in **Mira-Cote**. The interior wall shall have a stainless steel finish.

- **CUPOLA FOR HEX ROOF** shall be designed to cap the open top of standard "Roof for Hexagon Deck" models. Model # 714-862-6CF shall feature a flag pole with mounting brackets for a customer-provided flag (24" maximum height). The hexagonal, peaked cupola roof top halves, when fastened together, shall measure 31-5/8" wide by 13-1/2" high with a 51° slope. Each half shall be constructed of 14 ga. HRPO black, perforated with 3/16" holes spaced 1/2" apart center-to-center in a staggered pattern, and shall be punched and solid welded. The hexagonal soffit shall measure 31-1/2" O.D. (after bending to create bolting tabs on perimeter) with a 15" I.D. opening, and shall be constructed of 11 ga. sheet, plasma cut and formed, with 3/8" weldnuts on its bottom side. Extension trusses each shall comprise a receiver of 4-11/16" O.D. by 3/16" thick tube with flange of 11 ga. **A-60 Galvannealed** sheet solid welded to a stub of 1-1/2" pipe capped by a 1-3/4" O.D. by 3/8" thick CRS threaded insert. Interior wall shall be constructed of 24 ga. 304 SS sheet and shall measure 9-1/4" high by 76-15/16" wide (laid flat), punched and formed. The flag pole mounting plate shall comprise an 8" high receiver of 2" Sch 40 pipe with 3/8" weldnuts and gussets of 11 ga. black sheet on a 19" O.D. plate of 7 ga. black, all solid welded. The 72" flag pole shall be constructed of 1-1/2" pipe with cross plates of 7 ga. black sheet, formed and punched, welded to its top end and links of 4/0 straight link coil chain solid welded to its side. When assembled, the top of the flag pole shall extend approximately 65-1/2" above the cupola's peak. The assembly shall contain **Fastener Style A** hardware. Cupola top, soffit, extension trusses, flag pole, and flag pole mounting plate shall be finished in **Mira-Cote**. The interior wall shall have a stainless steel finish.

- **CUPOLA FOR OCTAGON ROOF** and Cupola with Flag Pole for Octagon Roof shall cap the open top of standard "Roof for Octagon Decks" models. Model # 714-862-8CF shall feature a flag pole with mounting brackets for a customer-provided flag (24" maximum height). The octagonal, peaked cupola roof top halves, when fastened together, shall measure 36-1/4" O.D. by 13-3/4" high with a 54° slope. Each half shall be

constructed of 14 ga. HRPO black, perforated with 3/16" holes spaced 1/2" apart center-to-center in a staggered pattern, and shall be punched and solid welded. The octagonal soffit shall measure 33" O.D. (after bending to create bolting tabs on perimeter) with an 18" I.D. opening, and shall be constructed of 11 ga. sheet, punched and formed, with 3/8" weldnuts on its bottom side. Extension trusses each shall comprise a receiver of 4.6875" O.D. by 0.188" thick tube with flange of 11 ga. **A-60 Galvannealed** sheet solid welded to a stub of 1-1/2" pipe capped by a 1-3/4" by 3/8" thick CRS threaded insert. The interior wall shall be constructed of 24 ga. 304 SS sheet measuring 9-1/4" high by 76-7/8" wide (laid flat), punched and formed. The flag pole mounting plate shall comprise an 8" high receiver of 2" Sch 40 pipe with 3/8" weldnuts and gussets of 11 ga. black sheet on a 21-1/4" O.D. plate of 7 ga. black, all solid welded. The 72" flag pole shall be constructed of 1-1/2" pipe with cross plates of 7 ga. black sheet, formed and punched, welded to its top end and links of 4/0 straight link coil chain solid welded to its side. When assembled, the top of the flag pole shall extend approximately 65-1/2" above the cupola's peak. The assembly shall contain **Fastener Style A** hardware and **Fastener Style B** hardware. The cupola top, soffit, extension trusses, flag pole, and flag pole mounting plate shall be finished in **Mira-Cote**. The interior wall shall have a stainless steel finish.

- **TREEHOUSE TABLE** shall be an octagon-shaped pedestal table for center placement on an 8-sided deck only. The pedestal shall be constructed of 8" tube measuring 13-1/2". Two bolting plates constructed of 1/4" steel plate shall be welded to the pedestal for field attachment to deck and tabletop. The tabletop shall be constructed with folded 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, forming 1-1/2" tall sides, with cross braces of 1-1/4" x 1-1/4" x 3/16" angle. The table width shall be 29-7/8" across flats and 15-1/4" tall. All fastener hardware shall be **Fastener Style A**. The pedestal assembly shall be finished in **Mira-Cote**, and the tabletop assembly shall be finished in **Mira-Therm**.

• CENTER STAGE

- **CENTER STAGE MIRA-THERM II DECKS** shall consist of pedestal-mounted decks in 4, 6, and 8-sided configurations. Each deck shall be available for installation at 3', 4', 5', 6'-6", and 8' heights. Decks with model numbers in the 714-52X series shall be designed to have capped posts with no roof. Decks with model numbers in the 714-53X series shall have posts designed to allow field attachment of a roof assembly.

Deck frames shall be constructed with folded 11 ga. steel sheeting forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Each section shall contain deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1" flat. The deck assemblies shall be solid welded and primer coated prior to PVC coating. Each model shall also contain posts formed and solid welded to pedestal assemblies. For all Model #s which end with numeral "9" (nine), posts shall be constructed of 5" tube, 11 ga. Posts for models without roofs shall each have a 5" round endcap pressed into top ends. Deck mounts of 11 ga. **A-60 Galvannealed** shall be solid welded.

Octagonal (8-sided) decks shall consist of a 48" square deck piece surrounded by four hexagon-shaped deck sections which shall combine to form a single octagon

deck with a deck top surface area of 77.3 square feet (11,131.2 sq. in.) and deck length of 125.4" post-to-opposite-post or 116" flat-edge-to-flat-edge. Octagonal deck pedestal shall be a single 24" diameter x .134 wall A139B spiral weld tube. Hexagonal (6-sided) decks shall consist of two mirror image half-hexagon-shaped sections which shall combine to form a hexagon deck with a deck top surface area of 41.6 square feet (5,990.4 sq. in.) and deck length of 96" post-to-opposite-post or 83.2" flat-edge-to-flat-edge. Hexagonal deck pedestal shall be a single 18" diameter x .134 wall A139B spiral weld tube. Square (4-sided) decks shall consist of a 48" square section with a deck top surface area of 16 square feet (2,304 sq. in.)

Each assembly shall contain **Versalok Fasteners and Fastener Style A and Fastener Style B** hardware. Deck pedestals shall be hot dipped galvanized before being coated in **Mira-Cote**. Posts and end caps shall also be finished in **Mira-Cote**. The deck sections shall be finished in **Mira-Therm**.

- **BUBBLE ROOF** shall be available for any height hexagon deck up to 8", and shall measure 103" in diameter x 29 1/4" tall with a 31" diameter x 8" tall polycarbonate bubble at the center. The roof shall be in three (3) sections, which shall be bolted together (field assembly required) and attached to the deck posts by means of a roof post adapter. The octagon roof, available for any height octagon deck up to 8", shall measure 132" in diameter x 33 5/8" tall with a 32" diameter x 10" tall polycarbonate bubble at the center. The roof shall be in four (4) sections, which shall be bolted together (field assembly required) and attached to the deck posts by means of a roof post adapter. The roof post adapter shall consist of two cylindrical sections solid **welded** end to end. The bottom section (which shall be inserted inside the post) shall be constructed of 4" **Sch 40 pipe**. The top section shall be constructed of 4" **tube**. Each section shall be approximately 6" in length, with a total overall length of 12". Roof clearance shall be 76" from deck surface to roof edge. The **Rockite** roof shall have color molded in. The roof post adapter shall have a **Mira-Cote** finish.

- **TREEHOUSE ROOF (KIDS' CHOICE, CENTER STAGE & TOTS' CHOICE EXPANSION)** shall be available for octagon and hexagon decks, and shall be constructed of double wall **Rockite** with a shingle pattern. The octagon roof shall measure 146" in diameter (at roof section edge) x 59-7/16" tall at the apex. The hexagon roof shall measure 106" in diameter (at roof section edge) x 46-1/2" tall at the apex. The roof shall be in four sections for octagon roofs and three sections for hexagon roofs, which shall be bolted together (field assembly required) and attached to the deck posts by means of a roof mount receiver. The roof mount receivers for Model # 714-730 (octagon) and # 714-730-6 (hexagon) shall consist of a sleeve solid **welded** to a mount plate. The sleeve shall be constructed of 4-5/8" **tube**. For Tots' Choice Expansion, the roof mount receivers shall consist of a sleeve constructed of 3-1/4" **tube** solid **welded** to a bolting plate constructed of 11 ga. sheet. The mount plate shall be constructed of 11 ga. sheet. Roof clearance shall be 76" from deck surface to roof edge. The extended roof mount receivers for Model # 714-730ME (Mega Tower octagon) shall consist of a sleeve constructed of 4-5/8" **tube** solid **welded** to a bolting plate constructed of 11 ga. sheet. The **Rockite** roof shall have color molded in. The roof mount receiver shall have a **Mira-Cote** finish.

• CITY PARK SERIES

- **CITY PARK SERIES DECKS:** The playsystem deck models in the City Park Series shall consist of a (3) sided triangle deck: Model # 714-501-7, with a *deck top surface area of 7 sq. ft. (1008 sq. in.)*, a (4) sided square deck: Model # 714-502-7, with a *deck top surface area of 16 sq. ft. (2304 sq. in.)*, a (4) sided (3) opening half hex deck: Model # 714-503-7 and # 714-504-7, with a *deck top surface area of 21 sq. ft. (3024 sq. in.)*, a (4) sided (6) opening rectangular deck: Model # 714-508-7, # 714-509-7 and # 714-510-7, with a *deck top surface area of 32 sq. ft. (4608 sq. in.)* and a (4) sided (6) opening parallelogram deck: Model # 714-505-7, # 714-506-7 and # 714-507-7, with a *deck top surface area of 21 sq. ft. (3024 sq. in.)*

Decks with an 8' wide open side shall be designed to attach to other decks with 8' wide open sides at the same deck height. These decks shall be designed on a 48" center-to-center spacing on all deck posts. All deck-to-post connections shall be made with **Versalok Fasteners**. The decks shall be designed for maximum flexibility in height of deck surface up to 8", in 6" increments, although 3'-0", 5'-0", 6'-6", and 8' shall be considered standard deck heights. All deck connections shall be made from the underside of the deck with no exposed fasteners on the deck perimeter.

All decks shall be constructed with 2" x 3" x 3/16" steel angle perimeter frames and decking shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center. The decking shall have 1/4" x 1-1/2" flat steel braces. All deck surfaces shall have a **Mira-Therm** coating. Each assembly shall contain **Versalok Fasteners and Fastener Style A** hardware.

- **CITY PARK SERIES POSTS: STEEL POSTS:** The steel posts shall be constructed of 5" **tube** with 5" **round end caps** mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

- **CITY PARK SERIES POSTS: ALUMINUM POSTS:** The optional aluminum posts shall be constructed of 5" **aluminum tube** with 5" **round end caps** mechanically fastened to the top end. Posts and end caps shall have a **Mira-Cote** finish.

- **CITY PARK SERIES STEEL ARCHES:** The steel arch shall be a single piece, "U" shaped component constructed of 5" **tube**, measuring 4' from leg center to leg center, in lengths (from leg in to inside apex height) of 12'-7-7/8" (Model # 714-583), 14'-7-7/8" (Model # 714-585), and 16'-1-7/8" (Model # 714-586). There shall be 6'-6" clearance from deck surface to the inside apex of each arch. Arches shall have a **Mira-Cote** finish.

- **CITY PARK SERIES SQUARE ROOF:** The roof for a square deck shall measure 60" square by 32" high and shall be constructed of double wall **Rockite** with a shingle pattern. The roof shall attach to the top of the posts with four roof brackets. The roof brackets shall be constructed of 4" **Sch 40 pipe welded** to a 5" x 18-1/2" plate made of 11ga. **A-60 Galvannealed**. Clearance for the square roof shall be 72" from deck surface to roof edge. The **Rockite** roof shall have color molded in. The roof brackets shall have a **Mira-Cote** finish.

- **CITY PARK SERIES HEX ROOF WITH BUBBLE:** The hexagon roof, available for any height hex deck,

shall measure 103" in diameter x 29-1/4" tall with a 31" diameter x 8" tall polycarbonate bubble at the center. The roof shall be in three (3) sections, which shall be bolted together (field assembly required) and attached to the deck posts by means of a roof post adapter. The roof post adapter shall consist of two cylindrical sections solid **welded** end to end. The bottom section (which shall be inserted inside the post) shall be constructed of 4" **Sch 40 pipe**. The top section shall be constructed of 4" **tube**. Each section shall be approximately 6" in length, with a total overall length of 12". Roof clearance for the hex roof shall be 76" from deck surface to roof edge. The **Rockite** roof shall have color molded in. The roof post adapter shall have a **Mira-Cote** finish.

- **CITY PARK SERIES MESH ROOF:** The roof shall be constructed of 16 ga. sheet and measures 43" x 76". The roof shall be perforated with holes in a pattern. The roof shall have 5 bolting holes along each of the two side edges to align with each bracket. The roof bracket shall be 2" x 75-1/2" and constructed of 11 ga. **A-60 Galvannealed** sheet with 5 bolting holes starting at 1" from each end and placed approximately 18"-19" apart. The roof and brackets shall have a **Mira-Cote** finish.

- **CITY PARK SERIES CENTER STAGE OCTAGON DECKS** shall consist of a 48" square deck piece surrounded by four hexagon shaped deck pieces which combine to form a single octagon deck with a *deck top surface area of 77.3 square feet (11,131.2 sq. in.)*. The deck length shall be 125.4" post to opposite post. Deck length shall be 116" flat edge to flat edge. Deck pedestals shall be a single 24" dia. x .134 wall A139B spiral weld tube fabricated and **welded**. Deck pedestals shall be hot dipped galvanized before being given a **Mira-Cote** finish. The deck frame shall be constructed of 3" x 2" angle with deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1-1/2" flat. The decking shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center. The deck assembly shall be given a **Mira-Therm** finish. Eight sided decks shall be available in 3', 4', 5', 6'-6", and 8' deck heights. Each assembly shall contain **Versalok Fasteners and Fastener Style A and Fastener Style B** hardware.

CITY PARK SERIES CENTER STAGE POSTS: The steel posts shall be constructed of 5" **tube** with 5" **round end caps** mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

- **CITY PARK SERIES CENTER STAGE HEXAGON DECKS** shall consist of two mirror image half-hexagon shaped deck pieces which shall combine to form a single regular hexagon deck with a *deck top surface area of 41.6 square feet (5990.4 sq. in.)*. The deck length shall be 96" post to opposite post. Deck length shall be 83.2" flat edge to flat edge. Deck pedestals shall be a single 18" dia. x .134 wall A139B spiral weld tube fabricated and **welded**. Deck pedestals shall be hot dipped galvanized before being given a **Mira-Cote** finish. The deck frame shall be constructed of 3" x 2" angle with deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1-1/2" flat. The decking shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center. The deck assembly shall be given a **Mira-Therm** finish. Six-sided decks shall be available in 3', 4', 5', 6'-6", and 8' deck heights. Each assembly shall contain **Versalok**

Fasteners and Fastener Style A and Fastener Style B hardware.

CITY PARK SERIES CENTER STAGE POSTS: The steel posts shall be constructed of 5" tube with 5" round end caps mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

• **CITY PARK SERIES CENTER STAGE SQUARE DECKS** shall be 48" square with a deck top surface area of 16 square feet (2304 sq. in.). Deck pedestals shall be a single 12" dia. x .134 wall A139B spiral weld tube fabricated and welded. Deck pedestals shall be hot dipped galvanized before being given a **Mira-Cote** finish. The deck frame shall be constructed of 3" x 2" angle with deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1-1/2" flat. The decking shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center. The deck assembly shall be given a **Mira-Therm** finish. Four-sided decks shall be available in 3', 4', 5', 6'-6", and 8' deck heights. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** and **Fastener Style B** hardware.

CITY PARK SERIES CENTER STAGE POSTS: The steel posts shall be constructed of 5" tube with 5" round end caps mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

• **CITY PARK SERIES CENTER STAGE HEXAGON ROOF** shall be available for any height hexagon deck up to 8', and shall measure 103" in diameter x 29 1/4" tall with a 31" diameter x 8" tall polycarbonate bubble at the center. The roof shall be in three (3) sections, which shall be bolted together (field assembly required) and attached to the deck posts by means of a roof post adapter. The octagon roof, available for any height octagon deck up to 8', shall measure 132" in diameter x 33 5/8" tall with a 32" diameter x 10" tall polycarbonate bubble at the center. The roof shall be in four (4) sections, which shall be bolted together (field assembly required) and attached to the deck posts by means of a roof post adapter. The roof post adapter shall consist of two cylindrical sections solid welded end to end. The bottom section (which shall be inserted inside the post) shall be constructed of 4" Sch 40 pipe. The top section shall be constructed of 4" tube. Each section shall be approximately 6" in length, with a total overall length of 12". Roof clearance shall be 76" from deck surface to roof edge. The **Rockite** roof shall have color molded in. The roof post adapter shall have a **Mira-Cote** finish.

• **CITY PARK SERIES CENTER STAGE TREEHOUSE ROOF** shall be available for octagon and hexagon decks, and shall be constructed of double wall **Rockite** with a shingle pattern. The octagon roof shall measure 146" in diameter x 59-7/16" tall at the apex. The hexagon roof shall measure 106" in diameter x 46-1/2" tall at the apex. The roof shall be in four sections for octagon roofs and three sections for hexagon roofs, which shall be bolted together (field assembly required) and attached to the deck posts by means of a roof mount receiver. The roof mount receivers shall each consist of a sleeve solid welded to a mount plate. The sleeve shall be constructed of 4-5/8" tube. The mount plate shall be constructed of 11 ga. sheet. Roof clearance shall be 76" from deck surface to roof edge. The **Rockite** roof shall have color molded in. The roof mount receivers shall have a **Mira-Cote** finish.

• TOTS' CHOICE

• **TOTS' CHOICE MIRA-THERM II DECKS** shall include Model # 718-501-9, a three-sided equilateral triangle deck, requiring three posts, with a deck top surface area of 5.3 square feet; Model # 718-502-9, a four-sided square deck, requiring four posts, with a deck top surface area of 12.2 square feet; Model # 718-503-9, a four-sided trapezoid deck designed for use with another of its kind to form a large hexagon deck, and also for use (only) with Model # 714-770-6 and # 714-770-9 ("Flippo" components), requiring four posts, with a deck top surface area of 15.9 square feet; and Model # 718-504-9, a four-sided trapezoid deck designed (only) for attachment of standard Tots' Choice components, requiring five posts, with a deck top surface area of 15.9 square feet. Posts for deck assemblies must be ordered separately.

Model # 718-511-9 shall be an isosceles triangle split deck (single section) designed to serve as a step platform for lower deck heights: 18" or lower for 2-5 year olds, and 30" or lower for 5-12 year olds. All other Model # 718-511-X9 split decks shall feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" (X) rise shall be formed along the hypotenuse between two posts. Models which rise greater than 6" shall contain a riser plate; models which rise greater than 12" shall also contain an arched enclosure assembly. The deck top surface area of split deck models shall be 6.125 sq. ft. each for both sections, or total 12.25 sq. ft. Riser plates shall be constructed of 11 ga. A-60 Galvannealed sheet; risers for 18" and 24" rises shall contain a rung and vertical supports of 1" tube, solid welded, all finished in **Mira-Cote**. The loop enclosure assembly accompanying models which rise 18" and 24" shall comprise two top supports, an arched upright and infill constructed of 1" tube, and finished in **Mira-Cote**.

The decks shall be designed on a 3'-6" center-to-center spacing on all deck posts. Deck-to-post connections shall be made with a deck support clamp. The decks shall be designed for maximum flexibility in height of deck surface from 0" to 6'-0", in 6" increments, although 3'-0", 5'-0" and 6'-0" shall be considered standard deck heights. All decks shall be designed to attach to the 3-1/2" diameter posts or arches at equal or varied heights. All deck connections shall be made from beneath the deck with no exposed fasteners on the deck perimeter.

All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 3/16" x 1-1/2" flat steel braces. The entire assembly shall be solid welded prior to PVC coating. Deck assemblies shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Deck surfaces shall have a **Mira-Therm** finish. Clamps shall have a **Mira-Cote** finish.

• **TOTS' CHOICE EXPANSION (TCX) DECKS** shall be **Mira-Therm II** deck models designed for use with Tots' Choice 3-1/2" deck posts, which shall feature an inside dimension of 43" (like standard Kids' Choice decks) to accommodate Kids' Choice type (TCX) components instead of Tots' Choice components.

The TCX Triangle Split Deck is an isosceles triangle play surface designed to be used as a Step Platform at 18" and lower for 2-5 year old users or 30" and lower

for 5-12 year old users. The deck shall be constructed of folded 11 ga. steel sheet forming 3" tall sides with 3/16" x 1-1/2" flat steel braces solid welded. The decking shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center and primer coated prior to PVC coating. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall have a **Mira-Therm** finish. Clamps shall have a **Mira-Cote** finish.

The TCX/TC Transition Deck (Model # 704-512-9) shall be an adaptor platform with one side designed for attachment to a standard Tots' Choice deck or component (i.e. one side shall have an inside dimension of 38-1/2") while its remaining sides shall accommodate TCX components or decks (i.e. three sides shall have inside dimensions of 43").

The TCX/KC Transition Deck (Model # 704-514-9) shall be an adaptor platform with one side designed for attachment to a Tots' Choice Expansion deck (i.e. one side shall have two corners for 3-1/2" O.D. posts) while its opposite side shall be designed for attachment to a Kids' Choice deck (i.e. it has two corners for 5" O.D. posts). The two sides in between shall accommodate TCX components. (All sides shall have inside dimensions of 43".)

The TCX Triangle Deck (Model # 704-501-9) shall require 3 posts and shall have a deck top surface area of 6.47 sq. ft. The TCX Square Deck (Model # 704-502-9) shall require 4 posts and shall have a deck top surface area of 14.82 sq. ft. The TCX Half Hex Deck (Full) (Model # 704-503-9) shall require 4 posts and shall have a deck top surface area of 19.44 sq. ft. The TCX Half Hex Deck (Open) (Model # 704-504-9) shall require 5 posts and shall have a deck top surface area of 19.40 sq. ft. The TCX Rectangle Deck (Open) (Model # 704-510-9) shall require 6 posts and shall have a deck top surface area of 29.43 sq. ft. The TCX/TC Transition Deck shall require 4 posts and shall have a deck top surface area of 13.99 sq. ft. The TCX/KC Transition Deck shall require two 3-1/2" O.D. posts and two 5" O.D. posts and shall have a deck top surface area of 14.74 sq. ft. The TCX Flippo Deck (Model # 704-515-9) shall require 4 posts and shall have a deck top surface of 18.95 sq. ft. TCX Flippo Deck shall only be used with Model # 704-770-9.

With the exception of the TCX/KC Transition Deck, the TCX decks shall be designed on a 46-1/2" center-to-center spacing on 3-1/2" deck posts, at equal or varied heights. All deck-to-post connections shall be made with a deck support casting and clamp. All deck connections shall be made beneath the deck with no exposed fasteners on deck perimeter. All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded prior to PVC coating. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm**. Clamps and castings shall have a **Mira-Cote** finish.

• **TOTS' CHOICE STEEL POSTS:** The steel posts shall be constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened to the top end. Posts for roof attachment shall not receive end caps. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

- **TOTS' CHOICE ALUMINUM POSTS** shall be constructed of 3-1/2" aluminum tube with 3-1/2" round end caps mechanically fastened to the top end. Posts for roof attachment shall not receive end caps. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

- **TOTS' CHOICE STEEL ARCHES:** The steel arch shall be a single piece, "U" shaped component constructed of 3-1/2" tube, measuring 3'-6" from leg center to leg center, in lengths (from leg in to inside apex height) of 11'-3-1/2" (Model # 718-583), 13'-3-1/2" (Model # 718-585), and 15'-3-1/2" (Model # 718-586). There shall be a 6'-6" clearance from deck surface to the inside apex of each arch. Arches shall have a **Mira-Cote** finish.

- **SQUARE ROOF - TIER:** The roof for Model # 718-706 shall measure 50" square by 18" high, center. Model # 718-706 shall have a tiered pattern and shall be constructed of single wall **Rockite**. The roof shall attach to the top of the posts with (4) roof brackets. The roof brackets shall be constructed of 3-1/4" tube welded to a trapezoid shaped plate made of 11 ga. A-60 Galvannealed. A loop guard of 3 ga. galvanized wire shall be attached at top. The roof bracket assemblies shall be solid welded. Minimum roof clearance shall be 72" from deck surface to roof edge. The **Rockite** roof shall have molded in color. The roof brackets shall have a **Mira-Cote** finish.

- **SQUARE ROOF - SHINGLE:** The roof for Model # 718-861-4 shall measure 60" square by 32" high, center. Model # 718-861-4 shall have a shingle pattern and shall be constructed of double wall **Rockite**. The roof shall attach to the top of the posts with four roof brackets. The roof brackets shall be constructed of 3-1/4" tube welded to a trapezoid shaped plate made of 11 ga. A-60 Galvannealed. A loop guard of 3 ga. galvanized wire shall be attached at top. The roof bracket assemblies shall be solid welded. Minimum roof clearance shall be 72" from deck surface to roof edge. The **Rockite** roof shall have molded in color. The roof brackets shall have a **Mira-Cote** finish.

- **HEX TREEHOUSE ROOF (TOTS' CHOICE)** shall be constructed of double wall **Rockite** with a shingle pattern. The hexagon roof shall measure 106" in diameter x 46-1/2" tall at the apex. The roof shall be in three sections, which shall be bolted together (field assembly required) and attached to the deck posts by means of roof mount receivers. The roof mount receivers shall each consist of a sleeve solid welded to a mount plate. The sleeve shall be constructed of 3-1/4" O.D. x 16 ga. wall tube. The mount plate shall be constructed of 7 ga. sheet, drilled. Roof clearance shall be 76" from deck surface to roof edge. The **Rockite** roof sections shall have color molded in. The roof mount receivers shall have a **Mira-Cote** finish.

• DECK SYSTEM COMPONENTS

Bolts, nuts, screws, washers and other hardware used in the assembly of Miracle playsystem components shall **Fastener Style A**. All necessary hardware shall be provided.

• SLIDES

- **TUBE SLIDES FOR 14' DECK** shall be 30" I.D. tube slides with windows designed to exit a 14' high deck system such as the Mega Tower 3-Level Deck. Bedway length for Model # 714-742-14 (Right Turn) shall be 29'-4". Bedway length for Model # 714-742-141 (Straight) shall be 25'-10". Bedway length for Model #s 714-742-143R and 714-742-143L (Right and Left "S") shall be 26'-2". All pieces shall be **Rockite** with a 30" inner diameter. Tube-to-tube connections shall have a **Rockite** flange cover. The bedway shall have no exposed internal fasteners. The exit section shall be constructed of double-wall **Rockite** with a 25" centerline radius. All slide pieces shall be constructed with a 1/4" to 3/8" wall thickness. The tube joints shall be externally flanged and overlapping, with a 1" wide flange. The windows shall be clear polycarbonate and shall measure 13" x 40". The slide entry panels shall be **Rockite** and shall measure 47" x 38" x 3" with a molded in 30° extension, and shall be supported by a horizontal rung of 1" pipe. Support legs of various lengths shall be die-formed of 1-1/4" pipe or 2" pipe. The front leg shall comprise an upright and a bolting plate. The upright shall be constructed of 2" pipe. The bolting plate shall be constructed of 11 ga. sheet A-60 Galvannealed measuring 7" x 7", welded to the upright. The slide warning sign shall comprise a **Mira-Lene** sign panel and two support posts constructed of 2-3/8" O.D. tube, 12 ga. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The slide assembly shall have color molded in. The support legs, front leg and clamps shall have a **Mira-Cote** finish.

- **SCALE-N-SLIDE** may be utilized in either of two ways: as a challenging ground-to-deck climber, or as a thrilling, rapid-descent, open bedway slide. It shall be attached to 8' decks only. The slide model shall feature a sit-down transitional canopy for added safety, while the climber model contains an arch entry enclosure. The one piece slide/climber shall be constructed of double-wall **Rockite** with each wall being 1/4" to 3/8" thick. The body shall measure approximately 15' long by 3' wide. Total thickness of the body shall be approximately 13" to 18". The slide bedway shall measure approximately 17-3/4" wide by 6-3/4" deep. The slide/climber shall weigh approximately 170 lbs. The slide canopy shall be constructed of double-wall **Rockite** with an inside width of 18" and an outside width of 37-1/4". The canopy hood shall be slanted 20 degrees. A 41-1/2" rung of 1" pipe shall be used for field attachment to clamps on deck posts. The climber's arch entry enclosure shall consist of top and bottom supports and an arched upright of 1" pipe, drilled, formed and mashed, and vertical rungs of 1" tube, all solid welded. The front leg shall include a segment of 2" pipe, a mounting plate of 11 ga. galvanized, and a bracket constructed of 1/2" x 1-1/2" HR round, solid welded. Legs for the slide assembly shall be constructed of formed 1-1/2" tube with drilled mounting plates of 16 ga. galvanized solid welded. Handrails/legs for the climber assembly shall be constructed of formed 1-1/4" pipe with threaded steel inserts in their top ends, and welded stubs of 1-1/4" pipe with mounting plates of 11 ga. A-60 Galvannealed. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The slide/climber and canopy shall have color molded in. The arch enclosure, rung, front leg, support legs and clamps shall have a **Mira-Cote** finish.

- **BIG TIMBER HOLLOW LOG SLIDE** shall resemble natural wood in color, form and texture and shall contain molded-in graphics to enhance imaginative play. It shall be designed for assembly to

6'-6" deck systems and shall contain an entry panel. The entry panel and one-piece slide shall be constructed of **Rockite** with all corners rounded. The slide shall have 6" high side rails, an overall width of 25", and an 18" wide sliding surface. A rung of 1" pipe shall be field assembled to the entry panel for attachment to clamps and deck posts. The entry panel shall measure 38-15/16" wide by 42-5/8" high by 2-7/8" thick with an opening 18-5/8" wide by 28-13/16" high. The front leg shall comprise a length of 2" pipe solid welded to an 11 ga. A-60 Galvannealed mounting bracket. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, clamps, and front leg shall be finished in **Mira-Cote**. The slide and entry panel shall have color and graphic images molded in.

- **FLIPPOTAMUS SLIDE/CLIMBER** shall be a "convertible" component: one side shall be a three-bedway side-by-side slide, the other a challenging climber. The slide bedway lengths shall be approximately 13' for the two outside smooth curve bedways, and approximately 12' for the center mogul-style bedway. The assembly shall weigh approximately 450 lbs. The one-piece slide/climber shall be constructed of **Rockite** and shall measure 9'-3" x 12'-10" x 2'-9". The front leg shall be constructed of 1-1/2" pipe and 7 ga. A-60 Galvannealed sheet, drilled and solid welded. The middle legs shall be constructed of an upright of 1-1/2" pipe solid welded at tops to bolting plates of 11 ga. sheet. A 1-1/4" pipe shall fit inside each upright and shall be field assembled. The sit-down bar assembly, for use as a deck enclosure when the slide side is used as the play surface only, shall consist of two rails with separating rungs formed of 1" pipe solid welded, mounted to deck posts in field with **Versalok Fasteners**. The enclosure assembly, for use as a deck enclosure when the climber side is used as the play surface only, shall consist of top supports, a bottom support, and two arched uprights constructed of 1" pipe and spoked infill of 3/4" x 1" oval tube, all solid welded. It shall contain bolting tabs of 11 ga. galvanized steel welded to the bottoms of the uprights, and it shall be mounted to deck posts in field with **Versalok Fasteners**. All hardware shall be **Fastener Style A**. The handrail, legs and **Versalok Fasteners** shall have a **Mira-Cote** finish. The **Rockite** slide/climber shall have color molded in.

- **DUPLI-GATOR SLIDE/CLIMBER** may be utilized in either of two ways: as a curving, two-bedway side-by-side slide or as a challenging climber shaped like a partially submerged alligator. The climber model shall contain an arched enclosure and the slide model shall include a sit-down canopy for added safety. The one-piece slide/climber shall be constructed of double-wall **Rockite** with each wall being 1/4" to 3/8" thick. The body shall measure approximately 11' long by 3'-4" wide with a 15-1/2" offset at opposite end. Total thickness of the body shall be approximately 14-1/2". Both mogul slide bedways with smooth curves shall measure approximately 16-5/8" wide by 6" deep by 11' long. The canopy for slide models shall be constructed of double-wall **Rockite** with threaded fasteners incorporated for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field assembled to posts via clamps and a rung of 1" pipe. The arch enclosure for Kids' Choice climber model shall consist of top and bottom supports and an arched upright of 1" pipe, formed, mashed and punched, and vertical rungs of 3/4" x 1" oval tube, all solid welded. The arch enclosure for Tots' Choice climber model shall consist of two top supports, an arched upright, and infill to be constructed of 1" tube, formed, mashed,

punched and solid **welded**. The Tots' Choice climber model shall also employ a fill block, constructed of 11 ga. sheet formed and solid **welded**, measuring 3-1/2" x 42" x 3", to field assemble the climber to the deck. The front leg shall be constructed of 1" pipe, drilled and formed. The front leg bracket shall be drilled flat 1/2" x 1-1/2" and 3/8" HR round, solid **welded**. The middle legs shall be constructed of formed and punched 1-1/2" pipe, mashed at top end for field assembly to castings and slide/climber. Leg castings shall be constructed of SAE 355 aluminum alloy measuring approximately 5" x 14" x 2". The assembly shall contain **Versalok Fasteners** and hardware shall be **Fastener Style A**. The slide/climber and canopy shall have color molded in. The enclosures, canopy rung, legs, front leg, leg castings, bracket and clamps shall have a **Mira-Cote** finish. The fill block shall be finished in **Mira-Therm**.

- **CHAMELEON SLIDE SYSTEM** shall be a componentized, modular slide assembly system designed to provide maximum configuration versatility. The slides, which can be configured from left, right, or straight sections, shall be constructed of double wall **Rockite** that shall have a 23" bedway width and 11-1/2" high sidewalls. These slides shall be designed to attach to 3' 4", 5', 6', 6'-6", and 8' decks. The entry and exit sections also shall be **Rockite**. The Kids' Choice entry panel shall be supported by a rung of 1" pipe. The Tots' Choice entry panel shall be supported by a two-piece rung assembly of 1" pipe. The Tots' Choice 42" x 3-3/8" fill block shall be constructed of 11 ga. black sheet steel, formed and solid **welded**. The "T" front leg shall be constructed of a vertical 2" pipe and a horizontal 1/4" x 3" flat steel plate, solid **welded**. Support legs shall be constructed of 2" pipe with a mounting bracket of 7 ga. sheet, solid **welded**. The support rung, front leg, and support legs shall have a **Mira-Cote** finish. The fill block shall have a **Mira-Therm** finish. The **Rockite** slide sections shall have color molded in.

- **MIRA-THERM II TYPHOON SLIDES** shall be 405° one-piece open bedway slides with enclosed step assemblies and barrel canopies. The slide bedway shall be constructed of 1/4" to 5/16" wall **Rockite**. The slide bedway shall be 30" wide with a 15" high side wall. The center post shall be constructed of 4" pipe. The step assembly shall be constructed of 11 ga. steel sheet folded and perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded** to stringers of 7 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newel post formed, constructed of 1" pipe with infill of 1" tube. The step enclosure assembly shall be solid **welded**, and **plastic pipe plugs** shall close open ends. The deck enclosures shall consist of a vertical rail, and top and bottom rail, formed, constructed of 1" pipe with an upright of 3/4" x 1" oval tube, and 3/8" aluminum inserts in the rail ends for attachment to the step enclosures. The deck enclosure assembly shall be solid **welded**. The 35" platform barrel shall be **Rockite**, with a canopy painted alternating colors with polyurethane paint. The barrel shall have molded-in view grooves for viewing children. The back-up plate used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 6" flat steel. The front leg shall be constructed of 2" pipe and shall be attached to the slide using a channel constructed of 7 ga. sheet. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and platform canopy shall have color molded-in. The step shall be finished in **Mira-Therm**. The handrail assemblies, deck enclosures, front leg, front leg

channel, and clamps shall have a **Mira-Cote** finish. The back-up plate shall have a zinc plate finish.

- **MIRA-THERM II 9'-4" AND 12' TYPHOON SPIRAL SLIDES** shall be 630 degree and 855 degree, open bedway spiral slides with step assemblies and barrel canopies, featuring platform heights of 9'-4" and 12', designed for attachment to 5', 6', 6'-6" and 8' decks. The slide bedway shall be constructed of 1/4" to 5/16" wall **Rockite**. The slide bedway shall be 30" wide with a 15" high side wall. The center post shall be constructed of 4" pipe. The step assembly shall be constructed of 11 ga. steel sheet folded and perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded** to stringers of 7 ga. black steel. Bolting brackets shall be 11 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newel post, formed, constructed of 1" pipe with infill of 3/4" x 1" oval tube (for Kids' Choice models) or 1" tube (for Tots' Choice models). The step enclosure assembly shall be solid **welded**. Closing open ends shall be **plastic pipe plugs**. The diagonal brace shall be constructed of 2" pipe and shall measure 17". The deck enclosures shall consist of a vertical rail, and top and bottom rail, formed, constructed of 1" pipe with an upright of 1" tube, and 3/8" aluminum inserts in the rail ends for attachment to the step enclosures. The deck enclosure assembly shall be solid **welded**. The 35" platform barrel shall be **Rockite**, with a canopy painted alternating colors with polyurethane paint. The barrel shall have molded-in view grooves for viewing children. The back-up plates used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 6" flat steel. The front leg shall be constructed of 2" pipe and shall be attached to the slide using a channel constructed of 7 ga. sheet. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and platform canopy shall have color molded in. The step shall be finished in **Mira-Therm**. The handrail assemblies, deck enclosures, front leg assembly, diagonal brace, and clamps shall be finished in **Mira-Cote**. The back-up plates shall have a zinc plate finish.

- **MIRA-THERM II TYPHOON II SPIRAL SLIDES** shall be 360 degree, one-piece, open bedway spiral slides with two-color barrel canopy and step or ramp assembly, designed for attachment to 4', 5', 6' and 6'-6" decks. The slide bedway shall be constructed of 1/4" to 5/16" wall **Rockite**. The slide bedway shall be 30" wide with a 15" high side wall. The center post shall be constructed of 4-1/2" tube. The step assembly shall be constructed of 11 ga. steel sheet folded and perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded** to stringers of 7 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newel post, formed, constructed of 1" pipe with infill of 3/4" x 1" oval tube. The step enclosure assembly shall be solid **welded** and **plastic pipe plugs** shall close open ends. The deck enclosures shall consist of a vertical rail, and top and bottom rail, formed, constructed of 1" pipe with an upright of 3/4" x 1" oval tube, and 3/8" aluminum inserts in the rail ends for attachment to the step enclosures. The deck enclosure assemblies shall be solid **welded**. The 35" platform barrel shall be **Rockite**, with a canopy painted alternating colors with polyurethane paint. The barrel shall have molded-in view grooves for viewing children. The back-up plate used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 6" flat steel. The front leg shall be constructed of 2" pipe and shall be attached to the slide using a channel constructed of 7 ga. sheet. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and

platform canopy shall have color molded in. The step shall be finished in **Mira-Therm**. The handrail assemblies, deck enclosures, front leg, and clamps shall have a **Mira-Cote** finish. The back-up plate shall have a zinc plate finish.

- **TYPHOON III SPIRAL SLIDES** shall be **Rockite** open bedway spiral slides for various deck heights. The slides shall be field assembled to the decks by a **Rockite** platform with side enclosures. Model # 714-870-3 and # 718-870-3 shall have a raised platform (5') and shall connect to the deck by a steel riser with step. All slides shall be ATA accessible. Models attaching to 3' and 5' decks shall spiral 270 degrees; model attaching to 6' or 6'-6" deck shall spiral 360 degrees. The former shall have an overall assembly height of 8'-3", the latter 9'-7". The slide shall be constructed of **Rockite** measuring 30" wide with a 15" sidewall. The center pole shall be 4" pipe. The front leg shall be constructed of 2" pipe welded to a support channel of 11 ga. sheet in a "T" configuration. The one-piece platform component shall comprise a floor, sit-down entry canopy panel, and two sidewalls constructed entirely of **Rockite**. Each Kids' Choice model's two platform supports shall comprise an upright and a stub constructed of 1" pipe, punched, formed and **welded**. Each Tots' Choice model's two top rail/support castings shall be stubs constructed of 1" pipe with 3/8" aluminum inserts **welded** in one end for component attachment and solid **welded** aluminum alloy casting for field attachment to clamps on other end. On Model # 714-870-3 and # 718-870-3, the riser bracket shall be constructed of 1/4" x 3" flat, die-formed and punched, and the riser assembly shall be constructed of 11 ga. **A-60 Galvannealed** sheet, with a rung of 1" tube, solid **welded**. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware, **Rockite** components shall have color molded in. The platform supports, front leg, riser, and clamps shall have a **Mira-Cote** finish. The riser bracket shall have a **Mira-Therm** finish.

- **FUNNEL TUNNEL SLIDES** shall be 315 degree and 420 degree spiral tube slides for attachment to 8' and 10' decks respectively. All slide pieces shall be constructed of **Rockite** with a 1/4"-3/8" wall thickness. Inside diameter of slide tubes shall measure 30". The slide entry panel shall measure 38" x 36" x 3" with a molded in 30 degree extension, and shall be supported by a horizontal rung constructed 1" pipe. The tube joints shall be externally flanged and overlapping, with a 1" wide flange. The bedway shall have no exposed internal fasteners. The centerline radius of the 90 degree elbow shall be 22". Front leg shall consist of an upright and a bolting plate. The upright shall be constructed of 2" pipe. The bolting plate shall be constructed of sheet 11 ga., **A-60 Galvannealed** and shall measure 7" x 7", drilled and **welded** to the upright. The legs shall be die-formed of 1-1/4" pipe. The slide support legs and front legs shall be finished in **Mira-Cote**. The **Rockite** entry panel and slide assembly shall have color molded in. Some models shall contain windows in their straight tube sections measuring approximately 13" x 40" to be constructed of clear polycarbonate.

- **THUNDER TUNNEL SLIDES** shall be 360 degree spiral tube slides for attachment to 6' decks. The entry panel shall be **Rockite** and shall measure 38" x 36" x 2-1/2". The panel support shall consist of a top rail of 1" tube with two tabs and two brackets all of 11 ga. galvanized sheet, solid **welded**. The straight tube section shall be **Rockite** measuring 31" long with an inside diameter of 24". The elbow shall be **Rockite**. The **Rockite** tube joints shall be externally flanged and

overlapping. The male flange shall be 1" deep, the female flange shall be 1-1/2" deep, 24" diameter. The bedway shall have no exposed internal fasteners. The 29 degree exit section shall be constructed of double wall **Rockite**. It shall have a 34" radius and dimensions similar to the tube above. The leg bracket shall be constructed of sand cast **aluminum alloy**. The front leg shall consist of an upright and a bolting plate. The upright shall be constructed of 2" pipe. The bolting plate shall be constructed of 11 ga. sheet measuring 7" x 7", drilled and welded to the upright. The "L" legs shall be constructed of 1-1/4" pipe, formed. The **Rockite** panel and slide shall have molded in color. Legs, panel support, and leg bracket shall have a **Mira-Cote** finish.

- **ROCKITE TUBE SLIDES** shall be available in straight, left and right "L" and "S" bedway configurations. The entry panels shall be **Rockite** with a molded in 30 degree extension. The panel rungs shall be constructed of 1" pipe measuring 44" long (except *Tots' Choice models which shall be constructed of 1" tube measuring 36-1/2" long*). The straight tube sections shall be **Rockite** measuring 35" or 46" long with an inside diameter of 24" (except *Kids' Choice, Center Stage, and City Parks Series models which shall have an inside diameter option of 24" or 30"*). Models attaching to 3' decks shall have bedway lengths of approximately 8"; for 4' decks, bedways approximately 10" long; for 5' decks, bedways approximately 12" long; and 6'-6" decks, bedways approximately 16" long.

24" DIAMETER MODELS

Each end shall have a 1" wide flange. The elbow shall be **Rockite**. The **Rockite** tube joints shall be externally flanged and overlapping. The male flange shall be 1" deep, the female flange shall be 1-1/2" deep, 24" diameter. The bedway shall have no exposed internal fasteners. The 29 degree exit section shall be constructed of double wall **Rockite**. It shall have a 34" centerline radius and dimensions similar to the tube above. The leg bracket shall be constructed of sand cast **aluminum alloy**. Front leg shall consist of an upright and a bolting plate. The upright shall be constructed of 2" pipe. The bolting plate shall be constructed of 11 ga. **A-60 Galvannealed** sheet, and shall measure 7" x 7", drilled and welded to the upright. "L" legs shall be constructed of 1-1/4" pipe. **Rockite** panel and slide shall have molded in color. Legs and leg bracket shall have a **Mira-Cote** finish.

30" DIAMETER MODELS

Each end shall have a 1" wide flange. All pieces shall be **Rockite** with a 30" I.D. The elbow shall have a 22" centerline radius. Tube to tube connections will have a **Rockite** flange cover. The bedway shall have no exposed internal fasteners. The exit section shall be constructed of double wall **Rockite** with a 25" centerline radius. The front leg shall consist of an upright and a bolting plate. The upright shall be constructed of 2" pipe. The bolting plate shall be constructed of 11 ga. **A-60 Galvannealed** sheet and shall measure 7" x 7", drilled and welded to the upright. Legs shall be constructed of 1-1/4" pipe. **Rockite** panel and slide shall have molded in color. Legs and leg bracket shall have a **Mira-Cote** finish. Some models shall contain windows in their straight tube sections measuring approximately 13" x 40" to be constructed of clear polycarbonate.

- **MOGUL & GROOVE SLIDES** shall be one-piece wave and straight slides respectively, with a sit-down canopy for deck attachment. Mogul and Groove Slides shall be designed to attach to decks of several heights

with corresponding bedway lengths: 4' deck models shall have bedways 8'-6" long; 5' deck models shall have bedways 10'-6" long; 6'-6" deck models shall have bedways 13'-6" long; and 8' deck models shall have bedways 16' long. The one-piece slides and canopy shall be constructed of double wall **Rockite** and shall have 6" high side rails with a 26" long exit bedway, an overall width of 25", and an 18" wide sliding surface. The rung for canopy panel attachment shall be constructed of 1" pipe. The front leg and middle leg each shall be constructed of a vertical 2" pipe welded to an 11 ga. **A-60 Galvannealed** mounting bracket. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The legs, rungs and clamps shall have a **Mira-Cote** finish. The **Rockite** slides and canopy shall have molded in color.

- **ROCKITE SKI SLIDE** shall be constructed of **Rockite** with aluminum bolting plates incorporated internally for securing the legs and in the end connecting to the deck. Models for 2' decks shall have bedways approximately 4' long; models for 3' decks shall have bedways approximately 5' long. The dimensions shall be: bedway width 31-3/4", outside overall 38", rail width 3-1/8", top of bedway to top of rail 4-1/2", and bedway thickness shall be 2". The front "T" leg shall consist of an upright and a top. The upright shall be constructed of 2" pipe with a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, welded to the upright in a "T" configuration. The handhold assembly shall be constructed of 1" pipe measuring 29" long center to center (except *Tots' Choice models which shall be constructed of 1" tube.*) (Instead of a handhold assembly, Model # 718-874 shall contain a canopy constructed of **Rockite**, with an inside width of 39" and an outside width of 44". The canopy hood shall be slanted at 37 degrees. A 37" top rail of 1" pipe shall be used in the field to attach the canopy to clamps on posts.) The **Rockite** slide (and canopy when applicable) shall have color molded in. The legs, clamps, rung and handhold shall have a **Mira-Cote** finish.

- **ROCKITE "L" SLIDE** shall be an open bedway slide which shall exit to the right from a 3' deck and shall include a canopy panel. The one-piece slide and the canopy panel shall be constructed of double wall **Rockite**. The slide shall have 6-1/4" high side rails, an overall width of 25-5/8", and an 18" wide sliding surface. The front leg shall be constructed of 1-1/2" tube, solid welded to a 7 ga. **A-60 Galvannealed** mounting bracket. A top rail used for mounting the canopy between deck posts shall be 1" pipe. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The top rail, front leg, and clamps shall be finished in **Mira-Cote**. The **Rockite** slide and canopy shall have color molded in.

- **BUNNY HILL SLIDE** shall be an open bedway, **Rockite** slide for 3' deck attachment with a bedway approximately 5' long. The dimensions shall be: bedway width, 31-1/4"; outside overall, 40"; rail width, 3-5/8"; top of bedway to top of rail, 6-1/2"; and bedway thickness, 4-1/2". The "T" front leg shall be constructed of a vertical 2" pipe and a slotted 3-1/2" horizontal channel constructed of 11 ga. sheet, solid welded. The wide slide canopy shall be constructed of **Rockite** with threaded fasteners incorporated internally for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field assembled to the posts via clamps and a rung of 1" pipe. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and canopy shall have

color molded in. The leg and clamps shall have a **Mira-Cote** finish.

- **ROCKITE SIDE-BY-SIDE SLIDE** shall be open, dual bedway slides which connect to a 3' deck and shall have a bedway length of approximately 5'-5". The slide shall be constructed of **Rockite** with "T" nuts incorporated internally for field attachment of leg(s) and in top end for field attachment to deck. Slide dimensions shall be: each bedway width 17", outside overall 42", rail width 3", top of bedway to top of rail 4-1/2", and bedway thickness 3". The front leg shall be constructed of a vertical 2" pipe measuring 37-1/4" long with a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, welded to the upright in a "T" configuration. The wide slide canopy shall be constructed of **Rockite** with threaded fasteners incorporated internally for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field assembled to the posts via clamps and a rung of 1" pipe. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and canopy shall have color molded in. The canopy stubs shall have a galvanized finish. The clamps, leg, and rung shall have a **Mira-Cote** finish.

- **BUMP AND GLIDE SLIDES** shall be double bedway, **Rockite** slides available for 4' and 5' decks, with one bedway mogul-style and the other groove-style. Each slide shall feature a **Rockite** Wide Slide Transition Sit-Down Canopy supported by a rung. The slide shall be constructed of **Rockite** with aluminum inserts incorporated internally for securing the legs and in the end connecting to the deck. The dimensions shall be: bedway width, 16-1/4"; outside overall, 40"; inside rail width, 1-1/4"; outside rail widths, 1-1/2"; top of bedway to top of rail, 7-1/2" to 8-1/2"; and bedway thickness, 4-1/2" to 5-1/2". The front and middle legs shall each consist of an upright and a top. The upright shall be constructed of 2" pipe with a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, welded to the upright in a "T" configuration. The wide slide canopy shall be constructed of **Rockite** with threaded fasteners incorporated internally for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field assembled to the posts via clamps and a rung of 1" pipe. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and canopy shall have color molded in. The legs, rung, and clamps shall have a **Mira-Cote** finish.

- **MIRA-THERM II WHIRLWIND II SLIDES** shall be 270 degree and 360 degree, stainless steel, spiral slides for connection to 5' and 6'-6" decks respectively, with platforms and side and deck enclosures. The slide shall feature a center pole constructed of 5" tube with a cap of constructed 4-5/8" tube and 7 ga. sheet, welded, and sit-down transition crossbars constructed of 1" pipe with 3/8" aluminum inserts. The stainless steel slide bedways shall have a bedway width of approximately 27-1/2". The runout section shall be fabricated of 16 ga. stainless steel with 2-3/8" O.D. stainless steel pipe framework. The trim rail shall be alloy 6063-T5 extruded aluminum. The slide brackets shall be 7 ga. sheet. Backup plates shall be constructed of 11 ga. **A-60 Galvannealed** sheet. The deck enclosure and platform side enclosure shall consist of a top and bottom rail, each constructed of 1" pipe with 3/8" aluminum inserts and infill constructed 1" tube. The deck enclosure shall have a vertical rung and the platform side enclosures shall have stubs, all also constructed of 1" pipe. The platform assembly

shall consist of a frame constructed of folded decking of 11 ga. sheet steel with 3" high walls, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, **welded** with a brace of 1/4" x 1-1/2" flat, and a bolting bracket of 11 ga. black sheet steel. The front leg shall be constructed of 2" pipe mashed on one end with two 9/16" x 1-1/4" slots for attachment to slide. The platform shall have a **Mira-Therm** finish. The center pole shall have a galvanized finish. The enclosures, crossbars, slide brackets, platform bolting brackets, and front leg shall have a **Mira-Cote** finish. Backup plates shall have a zinc plate finish.

Warning: Contact burn injuries can occur when metal play surfaces are located in direct sun. To avoid the risk of such burn injuries, the United States Consumer Product Safety Commission recommends in its "Handbook for Public Playground Safety" that metal play surfaces, such as stainless steel slides and bare or painted metal crawl tubes, should be placed/installed in shaded areas, and out of direct sunlight. The proper location of metal play surfaces must be addressed during the play area planning process.

- **TOBOGGAN SLIDES** shall be straight, stainless steel slides enhanced by side rails constructed of 5" tube with 5" round end caps solid **welded** to the bedway, and designed for attachment to a 5' or 6'-6" deck, with corresponding bedway lengths of approximately 10' and 13' respectively. Model # 714-746-W6 shall feature a contoured wave bedway. The stainless steel slide bedways shall have an inside bedway width of approximately 21". The "T" front leg shall be constructed of a vertical 2" pipe and a horizontal 1-1/2" pipe, solid **welded**. The deck enclosure shall consist of two arched top rails with left and right vertical handholds, curved at the bottom, all constructed of 1" pipe and a left and right infill upright of 1" tube. The enclosure assembly shall be solid **welded**. The enclosure assembly and front leg shall have a **Mira-Cote** finish.

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- **TOBOGGAN SKI SLIDES** shall be straight, stainless steel slides enhanced by solid **welded** side rails constructed of 5" tube with 5" round end caps, and designed for attachment to a 3' or 5' deck. The stainless steel slide bedways shall have an inside bedway width of approximately 31". The deck enclosure shall consist of two arched top rails with left and right vertical handholds, curved at the bottom, all constructed of 1" pipe and a left and right infill upright of 1" tube. The enclosure shall be solid **welded**. The "T" front leg shall be constructed of a vertical 2" pipe and a horizontal 1-1/2" pipe, solid **welded**, containing factory-installed threaded inserts in open ends. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All hardware shall be **Fastener Style A**. The enclosure assembly, side rails, front leg, and clamps shall have a **Mira-Cote** finish.

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- **STAINLESS STEEL SLIDES** shall be straight slides with either a single or double width bed, designed to attach to 3', 4' or 8' decks. TC models shall be available in 3' or 4' only. KC and TCX 8' models shall be available in single wide only. Single wide slide shall be constructed of 18" wide, single piece 14 ga. 304 stainless steel with a 1" stainless round tube **welded** to the top edge. Double wide slide shall be constructed of 32" wide, single piece 14 ga. 304 stainless steel with a 1" stainless round tube **welded** to the top edge. The enclosure assembly shall consist of a rung, outer, inner, and L uprights, and a cross bar. Enclosure for single slide shall also include 2 spokes. Inner and L uprights, cross bar and spokes shall be constructed of 1" pipe. Outer uprights and rungs shall be constructed of **Gator Grip**. Assembly shall be solid **welded**. Leg assembly shall consist of a front leg of 1-1/2" pipe, solid **welded** to a bolting plate of 7 ga. sheet. Assembly shall measure 27" x 16". Deck plate shall be constructed of 16 ga. galvanized sheet, with 2 end tabs bent at a 90° angle. Under slide support shall be constructed of 11 ga. galvanized sheet, bent in half 130°. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All hardware shall be **Fastener Style A**. The enclosures, legs, and **Versalok Fasteners** shall have a **Mira-Cote** finish.

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• STAIRS & STEPS

- **TOTS' CHOICE MIRA-THERM II STEPS AND STAIRS** shall include standard steps from ground to 3' and 5' decks, standard steps between decks with 2' rise, and ADA stairs between decks with 1', 1'-6" and 2' rises, all enclosed with open or closed handrails. The step assemblies shall be constructed of 7 ga. steel stringers with treads constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded**, with PVC-dip coating. Bolting brackets shall be constructed of 11 ga. black. The handrails shall each consist of a top rail of 1" pipe and a bottom rail, solid **welded**, and sleeve connector constructed of 1" tube. Closed handrails shall have spoked infill uprights of 1" tube solid **welded** as well. Handrail supports shall be **aluminum alloy**. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The steps shall be finished in **Mira-Therm**. The

handrails, handrail supports, and clamps shall have a **Mira-Cote** finish.

- **MIRA-THERM II STANDARD STEPS AND ADA STAIRS FROM GROUND TO DECK** shall be PVC-coated standard and ADA stair assemblies, featuring deck enclosures and spoked or open handrails, which provide access from finished grade level to various deck heights. Standard steps shall have 9" rise by 9" tread. ADA steps shall have 6" rise by 18" treads. The stair assemblies shall be constructed of 11 ga. steel stringers solid **welded** to treads of 11 ga. steel sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges folded to form 3" tall walls, solid **welded** with braces of 11 ga. black. The entire assembly shall be primer coated prior to PVC coating. Stair widths for all models shall be 26", except for Model # 714-958-189 which shall contain 18" wide steps. Spoked and open handrail enclosures shall consist of a top and bottom rail and newel post, all of 1" pipe. Spoked enclosures shall also contain infill uprights of 3/4" x 1" oval tube. The top rails shall have 3/8" aluminum inserts. Bottom ends of handrails shall fit into handrail support sleeves of 1-1/4" pipe, 10 ga. and shall be fastened to steps and deck enclosure in the field. Each handrail assembly shall be solid **welded**. Closing open ends shall be **plastic pipe plugs**. The deck enclosure shall consist of solid **welded** enclosure rails and an upright of 1" pipe, drilled and formed. The upright shall be mashed on one end for field attachment to the deck. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The stair assemblies shall have a **Mira-Therm** finish. Deck enclosures, spoked and open handrail enclosures, sleeves, and clamps shall have a **Mira-Cote** finish.

- **MIRA-THERM II ATA STAIRS BETWEEN DECKS** shall be stair assemblies, with spoked or open handrails, designed to connect decks of different heights. The steps shall be constructed of 7 ga. steel stringers with treads constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded**, with PVC coating. The braces shall be constructed of 11 ga. black. The spoked handrails shall consist of a top and bottom rail and newel post, all of 1" pipe, and uprights constructed of 3/4" x 1" oval tube, all solid **welded**, with **plastic pipe plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The open handrails shall consist of a top and bottom rail and newel post of 1" pipe, all solid **welded**, with **plastic pipe plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The top deck enclosure shall consist of enclosure rails and an upright, both to be constructed of 1" pipe, drilled and solid **welded**, with one end of upright mashed for field attachment to deck. The bottom deck enclosure shall consist of horizontal rails and an upright of 1" pipe, drilled and solid **welded**, and a spoke upright of 3/4" x 1" oval tube. The upright shall be mashed on one end for field attachment to deck. Inserted in open ends will be **plastic pipe plugs**. The assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. The step assemblies shall be finished in **Mira-Therm**. The deck enclosures, handrails, and clamps shall be finished in **Mira-Cote**.

- **MIRA-THERM II STANDARD STAIRS BETWEEN DECKS** shall be stair assemblies, containing either spoked or open handrails, and shall be designed to permit users to ascend or descend platforms or decks. The stair assemblies shall be constructed of 7 ga. steel stringers and decking of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8"

apart center-to-center, all solid **welded**. Step rise shall be 9" and step treads shall be 8", 8-3/8", or 9". Spoked handrails shall consist of a top and bottom rail and newel post of 1" pipe and uprights constructed 3/4" x 1" oval tube, all solid **welded**. The top rails shall have 3/8" aluminum inserts. Inserted in open ends will be **plastic pipe plugs**. Open handrails shall consist of a top and bottom rail and newel post of 1" pipe, all solid **welded**. The top rails shall have 3/8" aluminum inserts. The top stair enclosure shall consist of horizontal rail stubs and an upright of 1" pipe formed and solid **welded**. The upright shall be mashed and drilled at one end. The bottom deck enclosure shall consist of horizontal rail stubs and an upright of 1" pipe, formed, drilled, and solid **welded** to a vertical spoke of 3/4" x 1" oval tube. The upright shall be mashed and drilled at one end. Inserted in open ends will be **plastic pipe plugs**. Each assembly shall include **Versalok Fasteners** and **Fastener Style A** hardware. The stair assemblies shall have a **Mira-Therm** finish. The enclosures, handrails, and clamps shall have a **Mira-Cote** finish.

• RISERS & TRANSFER POINTS

- **RISER PLATES** shall be used between adjacent decks of 12" rise or greater. Riser plates shall be constructed of 11 ga. **A-60 Galvannealed** sheet. The step rung and supports (on 24" models and certain 18" models) shall be constructed of 1" tube, solid **welded**. The risers shall bolt to the edge of the upper and lower decks. Kids' Choice 18" and 24" riser assemblies shall feature an arch enclosure assembly comprising top supports, a bottom support, and an arched upright constructed of 1" pipe, formed, mashed, and punched, with infill vertical rungs of 3/4" x 1" oval tube. Tots' Choice 18" and 24" riser assemblies shall feature a loop enclosure comprising two top supports, an arched upright and infill vertical rungs of 1" tube. Each enclosure assembly shall be solid **welded**. Models with enclosures shall contain **Versalok Fasteners**. All models shall contain **Fastener Style A** hardware. Riser plates, enclosures and clamps shall have a **Mira-Cote** finish.

- **RISERS FOR SPLIT DECKS** shall be used as barriers to fill the vertical space between adjacent decks of different heights sharing posts. Model #s 714-812, 714-812-45, 718-812-45, and 704-812-45 shall comprise a 12" riser plate constructed of 11 ga. **A-60 Galvannealed** sheet, with **Fastener Style A** hardware and with a **Mira-Cote** finish. Model #s 714-818-145, 718-818-145, and 704-818-145 shall comprise an 18" riser plate constructed of 11 ga. **A-60 Galvannealed** sheet, an arch enclosure comprised of top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid **welded**. The assembly shall include **Fastener Style A** hardware. Riser plates and clamps shall have a **Mira-Cote** finish. Model #s 714-824-45, 718-824-45, and 704-824-45 shall comprise a 24" riser plate constructed of 11 ga. **A-60 Galvannealed** sheet, an arch enclosure comprised of top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid **welded**. The assembly shall include **Fastener Style A** hardware. Riser plates and clamps shall have a **Mira-Cote** finish.

- **RISER PANELS** shall be used between adjacent decks of 18" and 24" rise. The one-piece riser panels shall be constructed of **Rockite** and shall have a molded in step approximately half way between the top and bottom of the riser. The riser panels shall have four holes drilled along the top and four holes along the bottom. The holes shall contain 3/8" steel Rivnut-

Plusnut inserts used for deck attachment. Ninety degree brackets constructed of 11 ga. **A-60 Galvannealed** sheet shall be field assembled to the panels for attaching the riser panel to the upper deck. The **Rockite** panels shall have color molded in. The brackets shall have a galvanized finish.

- **BARRIERS BETWEEN DECKS** are barriers to clearance space created by adjacent decks of different heights sharing posts. The Barriers shall be constructed of 11 ga. **A-60 Galvannealed** sheet. All models shall contain **Fastener Style A** hardware and shall have a **Mira-Cote** finish.

- **ADA SIDE STEP WITH HANDHOLDS** shall comprise a single step with two handholds and shall be designed for attachment to a 1' high deck system. The step shall be constructed of 11 ga. steel sheet with folded edges and shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The legs each shall be 1" pipe with ends mashed and punched for field assembly to step. The handholds each shall be 1" pipe with bottom end mashed and punched for field assembly to deck. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The step shall be finished in **Mira-Therm**. The clamps, legs and handholds shall be finished in **Mira-Cote**.

- **MIRA-THERM II SQUARE TRANSFER POINTS** shall be designed to assist disabled users gain access to and egress from a deck system. The stair assembly shall be constructed of 11 ga. steel stringers solid **welded** to 11 ga. steel sheet decking that is perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Approximate dimensions of stair assembly shall be 26" overall width, 14" deep step tread and 8" high step rise. The 26" square (approximate) transfer point shall be constructed of 11 ga. steel sheet folded to form approximately 3" high sidewalls. The decking shall be perforated as described above. It shall be reinforced with cross braces of 3/16" x 2" HR flat solid **welded**. The bottom step shall be constructed of 11 ga. steel sheet (with folded edges) perforated as described above. The step shall be approximately 26" wide by 14" deep by 6-1/2" high. Kids' Choice deck enclosures shall be constructed of formed 1" pipe, including a **welded** upright of the same material. Tots' Choice deck enclosures shall be constructed of 1" pipe and a formed and **welded** upright of 1" tube. Each deck enclosure assembly shall be drilled for field assembly of a stair handrail, and shall have its bottom end mashed and punched for field assembly to deck. Stair handrail assemblies shall be **welded** upper and lower handrails of formed 1" pipe. Closed handrails shall contain vertical uprights of 3/4" x 1" oval tube **welded** within. Swaged handrail extensions for field assembly to handrails shall be constructed of 1" pipe. A transfer deck handrail constructed of formed 1" pipe shall be field assembled to one handrail newel upright and transfer point deck edge. Models designed for assembly to 5' and 6' or 6'-6" decks shall contain handrail sleeve supports constructed of 1-1/4" pipe, 10 ga. The "U"-shaped transfer step handrail shall be formed 1" pipe, drilled for field assembly to transfer point deck and bottom step. Its apex shall be 36-1/8" from finished grade. The rung leg shall be 1" pipe with ends mashed and punched for field assembly to bottom step. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The stairs, bottom step, and transfer point deck shall be finished in **Mira-Therm**. The deck enclosures, handrails, extensions, sleeves, leg and clamps shall be finished in **Mira-Cote**.

- **MIRA-THERM II TRANSFER POINTS** shall be designed to assist disabled users in moving between wheelchairs and a deck system. Transfer point decking shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The deck frame shall be constructed by folding edges to form 3" tall walls. The deck support shall be constructed of 7 ga. by 1-1/2" flat. The entire assembly shall be solid **welded**. The stair shall be constructed of 7 ga. steel stringers with decking constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The step assemblies shall be solid **welded**, with each transfer-point-to-deck step measuring 41-1/2" wide by 14" deep. The bottom step also shall be constructed of 11 ga. steel sheet with folded edges and an identical perf pattern, and shall measure approximately 26" wide by 14" deep and rise approximately 6-1/2". Braces and brackets shall be 11 ga. black sheet steel. Support strips shall be 3/16" x 1-1/2" flat. The transfer-point-to-deck handrail assemblies shall each consist of a formed top and bottom rail of 1" pipe, a bolting plate, and a vertical handrail support. The bottom step handrail shall consist of a single "U"-shaped handrail, to be constructed of 1" pipe, a bolting plate, and a vertical handrail support. Bolting plates shall be constructed of 7 ga. **G-90 galvanized**. Each assembly shall be solid **welded**. The legs each shall be 1" pipe with ends mashed and punched for field assembly to bottom step. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The transfer point platform and step assemblies shall have a **Mira-Therm** finish. The handrails, legs, and clamps shall be finished in **Mira-Cote**.

- **TOTS' CHOICE MIRA-THERM II TRANSFER POINTS** shall be designed to assist disabled users in moving between wheelchairs and a deck system. Transfer point decking shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 3" tall walls. The deck support shall be constructed of 3/16" x 1-1/2" flat. The entire assembly shall be solid **welded**. The stair shall be constructed of 7 ga. steel stringers with decking constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The step assemblies shall be solid **welded**, with each transfer-point-to-deck step measuring 35-5/8" wide by 14-5/16" deep and a rise of 7-5/16" in steps. The bottom step also shall be constructed of 11 ga. steel sheet with folded edges and an identical perf pattern, and shall measure approximately 26" wide by 14" deep and rise approximately 6-1/2". The transfer-point-to-deck handrail assemblies shall each consist of a formed top rail of 1" pipe and formed bottom rail of 1" tube, a bolting plate, and a vertical handrail support. Spoked handrails also contain infill uprights of 1" tube, solid **welded**. The bottom step handrail shall consist of a single "U"-shaped handrail, to be constructed of 1" pipe, a bolting plate, and a vertical handrail support. Bolting plates shall be constructed of 11 ga. **A-60 Galvannealed**. Vertical handrail supports shall be constructed of 2" pipe. Each assembly shall be solid **welded**. The legs each shall be 1" pipe with ends mashed and punched for field assembly to step. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The transfer point platform and step assemblies shall have a **Mira-Therm** finish. The handrails, legs, and clamps shall be finished in **Mira-Cote**.

• CLIMBERS

• **RUNG** shall be constructed of **1" pipe** (except *Tots' Choice* models which shall be **1" tube**) measuring 41" long. Each rung shall have a **Mira-Cote** finish.

• **END CLIMBER** shall be constructed of **1" pipe**, formed, measuring 63" x 48" (except *Tots' Choice* models which shall be constructed of **1" tube**, formed, measuring 63" x 42"). The entire assembly shall be solid **welded**.

• **ENCLOSURE ASSEMBLY** shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of **1" pipe** (except *Tots' Choice* models which shall be **1" tube**), drilled, with **plastic pipe plugs** inserted in the open ends. The uprights shall be constructed of **3/4" x 1" oval tube** (except *Tots' Choice* models which shall be **1" tube**), mashed on both ends. The enclosure assemblies shall be solid **welded**. The enclosure assemblies shall have a **Mira-Cote** finish.

• **ONE-SIDED DECK ENCLOSURE** shall be designed for mounting on a deck system for use only with the Horseshoe Climber, Model # 714-767, which can be mounted to any corner post of a 4' deck. The one-sided deck enclosure shall comprise enclosure rails and uprights. The enclosure rails shall be constructed of **1" pipe**, drilled and mashed at deck end. The uprights shall be constructed of **3/4" x 1" oval tube**. The entire assembly shall be solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The deck enclosure and clamps shall be finished in **Mira-Cote**.

• GROUND-TO-DECK CLIMBERS & CLIMBERS BETWEEN DECKS

• **CURVED TENSILE CLIMBER** models shall be ground-to-deck climbers featuring Plastisol-coated chain rungs fastened between steel handrails and shall contain an arch or loop entry enclosure. The Kids' Choice enclosure shall consist of a frame (top and outside support rails) of **1" pipe**, an arched upright of **1" pipe**, and infill of **3/4" x 1" oval tube** vertical rungs, all solid **welded**. The *Tots' Choice* enclosure shall consist of a top rail, arched upright and vertical rung infill of **1" tube**, all solid **welded**. The climber assembly shall consist of two formed handrails of **1-1/2" heavy pipe** with rungs of **1" tube welded** between them at top and bottom, and 1-1/4" O.D. x 9/16" I.D. steel bushing housings containing oil-impregnated bushings **welded** for field-attachment of 15-13/16" rungs of galvanized steel **4/0 straight link coil chain** with over-molded sections made of moldable PVC. The top ends of the handrails shall contain threaded steel inserts for field assembly to the deck. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure, climber assembly and clamps shall be finished in **Mira-Cote**. The tensile sections shall have color molded in.

• **TWISTER CLIMBER** shall be a deck-mounted rung climbing challenge that twists 90° from ground level to 5', 6'-6" or 8' heights for Kids' Choice, or 5' or 6' deck heights for *Tots' Choice* and *Tots' Choice Expansion*. Climber assembly shall comprise an upright, lower side rail, upper side rail, end rail, and tee frame assembly of **1" pipe**, with 10 climbing rungs of **1" pipe Gator Grip**. Rungs shall measure (ascending) 34-1/8", 34-3/16", 34-1/16", 33-3/4", 33-3/4", 34-3/8",

33-3/4", 33-11/16", 33", and 32-5/8". Climber bracket shall be constructed of 7 ga. sheet. Enclosures shall each comprise a handhold of **1" pipe Gator Grip**, 37-5/16" in length and a spoke of **3/4" x 1" oval tube**, 34-9/16" in length. The tee frame shall be constructed of **2" pipe**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosures, tee frame and climber assembly shall have a **Mira-Cote** finish.

• **TENSILE TOUGH BALANCE CHAINS** shall provide a balance challenge for the user, developing balance and coordination. Model # 714-911T, # 718-911T and # 704-911T are Tensile Tough Balance Chains between two decks (connected to one post of each deck). Model # 714-912T, # 714-912-2T, # 714-912-3T, # 718-912T, # 718-912-2T, # 704-912T and # 704-912-2T are Tensile Tough Balance Chains between a deck post and a post provided with these models. All models consist of one horizontal chain used to walk on and the two vertical chains serving as handholds. The balance chains shall consist of galvanized steel **4/0 straight link coil chain** with 11-1/4" long over molded sections made of moldable PVC. Distance between molded sections shall be 2-1/2". The top rail shall be constructed of **2" pipe**. Connectors shall consist of 1-1/4" O.D. steel bushing housings **welded** to them with 9/16" oil-impregnated bushings installed after painting. The post for Model # 714-912T shall be constructed of **5" tube**, 11 ga. The post for Model # 714-912-2T shall be constructed of **5" aluminum tube**. The post for Model # 714-912-3T shall be constructed of **5" tube**. The post shall have a **5" round end cap** pressed into its top end. The post for Model # 718-912T and # 704-912T shall be constructed of **3-1/2" tube**, 13 ga. The post for Model # 718-912-2T and # 704-912-2T shall be constructed of **3-1/2" aluminum tube**. The post shall have a **3-1/2" round end cap** pressed into its top end. **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. Top Rail and **Versalok Fasteners** shall be finished in **Mira-Cote**.

• **SIDE BY SIDE CLIMBER** shall be designed for attachment to a 6'6" or 8' deck. The Side By Side Climber features wide horizontal rungs set between handrails, leading to an arched enclosure. The climber shall be constructed of **Gator Grip** with nine 45-5/8" horizontal rungs constructed of **1" pipe**, all solid **welded**. The side rails shall be constructed of 12 ga. **2-3/8" tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The climber and clamps shall be finished in **Mira-Cote**.

• **SPACE KID CLIMBER** shall be designed exclusively for attachment to the 8' deck on Mega Tower Model # 714-520. It shall feature wide, horizontal rungs set between side panels shaped like rocket fins, leading to an arched deck entry panel. Space-themed text and graphics shall be routed in the panels. The side panels and entry panel shall be constructed of 3/4" high density polyethylene with routed text and graphics. The entry panel shall have eight ellipse-shaped handhold cutouts surrounding the arch, which shall be 14" wide. The interior frame shall be constructed of 11 ga. **A-60 Galvannealed** sheet with ten 49" wide horizontal rungs, two vertical legs, and two mounting stubs all constructed of **1" pipe**, all solid **welded**. Top rungs shall be constructed of **1" pipe**, drilled, with **plastic pipe plugs** inserted into outer ends. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The

frame, rungs and clamps shall be finished in **Mira-Cote**. The panels shall have color molded in.

• **MOON ROCK CLIMBER AND MOON CRATER CLIMBER** shall be inclined, ground-to-8' deck climbers with framed side panels (as rocket fins) and an arch entry enclosure restricting deck access/egress for safety. The surface of the Moon Rock Climber shall resemble a jutting, dimpled lunar escarpment. The surface of the Moon Crater Climber shall be unevenly breached with 3"-5" holes. The Moon Rock panel shall measure 48" x 96" and shall be constructed of **Rockite**. The climbing holds shall be constructed of molded sand and polyester resin mixture. The Moon Crater panel shall be constructed of 3/4" high density polyethylene. Climbing holds shall be round holes of 3" to 5" diameter irregularly placed. The climber frame shall be constructed of **1-1/2" square tube**. The fill block shall be constructed of 11 ga. **A-60 Galvannealed** sheet steel. The arch entry enclosure shall consist of an upright and top rails of **1" pipe** and vertical rung infill of **3/4" x 1" oval tube**, all solid **welded**. Side panel mounting brackets shall be stubs of **1" pipe** with **plastic pipe plugs** capping open ends. Side panel mounting frames shall consist of top and inside support rails of **1" pipe** with vertical rung infill of **3/4" x 1" oval tube**, and formed rails of **1" pipe**, drilled and solid **welded**. The wing panels shall be constructed of 3/4" high density polyethylene containing thematic text routed and filled with poured-in plastic, and thematic images silk-screened. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure, frames, brackets and clamps shall be finished in **Mira-Cote**. The fill block shall be finished in **Mira-Therm**. The panels shall have molded in color.

• **INTERIOR HUB LADDER** with Flume & Turret shall be designed for attachment to a 5'-0", 6'-0" or 6'-6" high deck system with open center (such as Model # 714-512-09 Pentagon Deck with Open Center). It shall comprise a vertical, ground-to-deck climber with both straight and bent rungs beneath the deck and a bubble-capped, 24" I.D. vertical tube (serving as safety barrier) mounted above the deck. The ladder shall be constructed of three **1" pipe** vertical rungs (Model # 714-890-5 shall be 88" long; Model # 714-890-6 shall be 106" long) with threaded aluminum inserts factory-installed in top ends and sets of evenly-spaced **1" pipe** horizontal rungs **welded** between pairs of uprights, all on the same planes. For Model # 714-890-5, one set shall be four straight rungs (18-5/8" wide), one set shall be of four bent rungs (24-1/2" wide by 9" deep), and one set shall be two bent rungs (24-1/2" wide by 9" deep). For Model # 714-890-6, one set shall be five straight rungs (18-5/8" wide), one set shall be five bent rungs (24-1/2" wide by 9" deep), and one set shall be two bent rungs (24-1/2" wide by 9" deep). The set of two rungs shall be near the ladder's top to provide ground-level access to the ladder assembly's interior. The flume shall comprise a 24" I.D., 46" long **Rockite** tube with several 4" diameter round holes (handholds) and drilled flanges for turret and deck assembly. The turret shall be a vacuum-formed, clear polycarbonate sheet bubble measuring 24" in diameter. Flanges shall be semi-circular, approximately 27-1/2" O.D., and constructed of 1-1/2" wide by 3/16" thick strips of black 7 ga. sheet with bolting slots punched. Flanges shall be field assembled over and through the flume's bottom flange to secure it to the deck and climber. All fasteners shall be **Fastener Style A**. The ladder assembly shall be finished in **Mira-Cote**. The flanges shall be polyethylene powdercoat finished. The **Rockite** flume shall have color molded in.

- **WEBSCAPES LITTLE DIPPER** shall be both a ground-to-deck climber and a climber between decks comprising interlinked nylon ropes, anchors and arch entry enclosures, designed for assembly between decks of equal height at the 4', 5', 6' or 6'-6" level. The climber shall be fabricated from rope consisting of six urethane-coated, nylon-wrapped steel cables twisted around a nylon core. Each perpendicular joint shall be rigidly secured. Anchor chains shall be constructed of **4/0 straight link coil chain**. Anchors shall be constructed of 1" pipe with 3/8" wire U-forms solid welded. The arch entry enclosures shall comprise top supports and an arched upright of 1" pipe with spoked infill of 3/4" x 1" oval tube, all solid welded. Side rails shall be constructed of 2" pipe. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The nylon rope assembly shall be available in a red/blue or a tan/green combination. The arch enclosures, anchors and clamps shall be finished in Mira-Cote.

- **TENSILE LADDER** shall be a ground-to-deck climber comprising an arch or loop entry enclosure and Plastisol-coated chain rungs. The Kids' Choice enclosure shall consist of a frame (top and outside support rails) of 1" pipe, an arched upright of 1" pipe, and infill of 3/4" x 1" oval tube vertical rungs, all solid welded. The Tots' Choice enclosure shall consist of a top rail, arched upright and vertical rung infill of 1" tube, all solid welded. The 17" wide slotted angle bracket shall be constructed of 7 ga. galvanized sheet formed and welded with 1-1/4" O.D. x 9/16" I.D. steel bushing housings containing oil-impregnated bushings. The ladder assembly shall consist of galvanized steel **4/0 straight link coil chain** with 11-1/4" over-molded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". Links of chain shall be fastened together with die cast aluminum connectors and bolts. Steel shackles shall be utilized in the field to attach the ladder to the bracket and a **4/0 straight link coil chain** footing assembly. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The arch entry enclosure, bracket and clamps shall be finished in Mira-Cote. The tensile sections shall have color molded in.

- **VINE CLIMBERS AND TWISTED VINE CLIMBERS** shall feature horizontal rungs on a vertical rail field-assembled to an arched entry deck enclosure. The rungs shall contain a routed leaf design and shall ascend the climber on opposite sides of the rail for Vine Climbers, or slightly offset to wind upward around the rail for Twisted Vine Climbers. The climber rail shall be constructed of 1-1/4" pipe, 10 ga. with mounting plate support tubes of 1" tube solid welded, and mounting plates of 7 ga. galvanized also solid welded. Closing support stub ends shall be plastic pipe plugs. The rail's top end shall be swaged and shall have a threaded aluminum insert factory-installed. Leaf pads shall be constructed of Mira-Lene and routed with an oak leaf design. The arch enclosure assembly shall comprise top supports, an arched upright, and extension tube sleeve, all constructed of 1" pipe, drilled, formed and mashed, and vertical rungs constructed of 3/4" x 1" oval tube, all solid welded. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The climber rail with support tubes and mounting plates and arched entry enclosure shall be finished in Mira-Cote. The leaf pads shall have color molded in.

- **BIG TIMBER HOLLOW LOG CLIMBER** shall resemble natural wood in color, form and texture and shall contain molded-in graphics to enhance

imaginative play. It shall be designed for assembly to 6'-6" deck systems and shall contain an entry panel. The entry panel and climber shall be constructed of Rockite with all corners rounded. The climber shall have grooves and knots for grasping and stepping upon. The entry panel shall measure 38-15/16" wide by 42-5/8" high by 2-7/8" thick with an opening 18-5/8" wide by 28-13/16" high. The front leg shall comprise a length of 2" pipe solid welded to an 11 ga. A-60 Galvanneal mounting bracket. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The rung, clamps, and front leg shall be finished in Mira-Cote. The slide and entry panel shall have color and graphic images molded in.

- **TENSILE TOWER** shall be a challenging climber shaped in a rectangular column of Plastisol-coated chain net, mounted between a framework and a 6'-6" or 8' deck system, which users may ascend, descend or otherwise traverse within or without. The top rail and support legs shall be formed and welded 2" pipe. The support legs shall have swaged top ends for field attachment to sleeves beneath the top rail. The arch entry enclosure shall consist of a frame (top and inside support rails) of 1" pipe, an arched upright of 1" tube and vertical rungs of 3/4" x 1" oval tube welded within the frame. The front and back sections (nets) shall consist of galvanized steel **4/0 straight link coil chain** with 11-1/4" long over-molded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". Links of chain shall be fastened together with die cast aluminum connectors and bolts. Steel shackles shall be utilized in the field to attach the nets to 1/4" steel brackets containing 7/16" oil-impregnated bushings. The footing assembly shall be constructed of 1-3/4" x 1-3/4" x 3/16" angle, not dipped galvanized, solid welded with **4/0 straight link coil chain**. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The top rail, support legs, arch entry enclosure, and clamps shall be finished in Mira-Cote. The Tensile Tough net shall have color molded in.

- **NOODLE CLIMBER** shall be a dynamic ground-to-deck (6'-6" or 8' deck) climber of Plastisol-coated chain net and an arch entry enclosure. The arch entry enclosure shall consist of a frame (top and inside support rails) of 1" pipe, an arched upright of 1" tube and vertical rungs of 1" tube welded within the frame. The front and back sections of Tensile Tough net shall consist of galvanized steel **4/0 straight link coil chain** with 11-1/4" long over-molded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". Links of chain shall be fastened together with die-cast aluminum connectors and bolts. The climber bracket, measuring 40" wide, shall be constructed of 3" x 3" x 1/4" angle. It shall contain 7/16" oil-impregnated bushing housings welded to it for field attachment of steel shackles. The footing assembly shall comprise a length of 1-3/4" x 1-3/4" x 3/16" angle solid welded to four segments of **4/0 straight link coil chain**. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The climber bracket, arch entry enclosure, and clamps shall be finished in Mira-Cote. The Tensile Tough net shall have color molded in. The footing assembly shall be hot dipped galvanized.

- **WAVY WAFFLE WALL WALKER** shall be a dynamic climber assembly designed for installation between two 4', 4'-6" or 5' decks of equal height. The arch entry enclosures shall consist of a frame (top and inside support rails), an arched upright, vertical rungs within the frame, and a mounting stub, all solid

welded. The rails and mounting stub shall be constructed of 1" pipe. The arch and vertical rungs shall be constructed of 1" tube. The climber assembly shall consist of Honeycomb sections, mid-rungs, collars, mounting brackets, poles and anchors. The Honeycomb sections shall be constructed of Rockite. Mid-rungs shall be constructed of 1" pipe with plastic pipe plugs factory-installed in each end. The collars shall be constructed of 6061-T-6511 aluminum. The mounting brackets shall each comprise a sleeve and support rung constructed of 1-1/4" pipe, 10 ga. solid welded to a "U" shaped rung of 1" pipe with 3/8" threaded aluminum inserts factory-installed in open ends for field attachment to enclosure and deck. The "U"-shaped rung shall contain barrier spokes of 1" tube. The poles each shall be constructed of 1" pipe, 12 ga. with a 3/8" threaded aluminum insert factory-installed in top end for field attachment to enclosure. The 24" long anchors each shall be constructed of 1" tube. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The arch entry enclosures, poles, mounting brackets, anchors, collars, and mid-rungs shall be finished in Mira-Cote. The Honeycomb sections shall have color molded in.

- **WAVY WEDGE WALL WALKER** shall be a graduated, ground-to-deck or deck-to-deck climber featuring waved panels with hand and foot holds for an exhilarating wall scaling experience. Ground-to-deck models shall rise to either a 3', 3'-6", 4', 4'-6", 5', 5'-6", 6', 6'-6", 7', 7'-6" or 8' deck, while deck-to-deck models shall have an 18" or 54" rise. The climber assembly shall comprise panels, panel brackets, posts and post brackets, deck attachment tubes, and one-sided enclosures. Panels shall be constructed of 3/4" thick Mira-Lene. Panel brackets shall be constructed of 11 ga. sheet. Posts shall be constructed of 2" pipe. Post brackets shall be constructed of 7 ga. sheet, solid welded to posts. All posts shall be topped with a 2" pipe cap. Post for 8' height shall measure 148"; post for 6'-6" height shall measure 130"; post for 5' height will measure 112"; and post shall measure 94". Deck attachment tube shall be constructed of 2" square tube with a square cap of 12 ga. sheet and stub support arms of 1" pipe. Assembly shall be solid welded. Deck attachment tube shall measure 56" in length. One sided enclosure shall comprise an outer upright, cross bars, and upright enclosure of 1" pipe. Spokes shall be constructed of 3/4" x 1" oval tube. All models shall contain Versalok Fasteners and Fastener Style A hardware.

- **WAVE WALKER** Climbers shall be ground-to-deck or between deck climbing components that encourage balance and coordination. Models shall include top and bottom rails and a half enclosure. All models shall be attached to or between either a 4', 5', 6'-6" or 8' deck. Components shall have a 3', 4', 5'-6" or 7' rise from one end of top/bottom rails to the opposite end. Top rail shall be constructed of 1" pipe, 12 ga. Bottom rail shall be constructed of 1-1/4" pipe, 10 ga. Top and bottom rails shall have 'waves' flowing from one end of the component to the other, created by uniform bends. Rails shall measure 96" (3' rise), 101-9/16" (4' rise), 111-3/16" (5'-6" rise) or 122-3/4" (7' rise) in length. The half enclosure assembly shall consist of an outer upright, cross bar, enclosure upright and 5 spokes. Outer upright, cross bar and enclosure shall be constructed of 1" pipe Gator Grip. Spokes shall be constructed of 3/4" x 1" oval tube. Enclosure assembly shall measure 41-1/16" in height and 28-7/16" in width. Enclosure assembly shall be solid welded. Climber and enclosure assemblies shall include Versalok Fasteners and Fastener Style A

hardware. The enclosure, rails and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **HONEYCOMB CLIMBER BETWEEN DECKS** shall be dynamic, flexible climbers spanning 8' with 1'-6" or 2' rises between decks (up to a 5' deck maximum) and shall contain arch entry enclosures on each end. Model # 714-927-2 shall also contain open handrails. The climber assembly shall comprise Honeycomb segments constructed of **Rockite**, connected by rungs constructed of 1" pipe with plastic pipe plugs or threaded aluminum inserts factory-installed in ends. Female end of Honeycomb Climber assembly shall have spacer collars of 1-1/2" tube on each end of rung. Arch entry enclosures shall consist of top rails, outside and bottom rails, arched upright, and vertical rungs. The rails and upright shall be constructed of 1" pipe, formed, mashed, and punched, solid welded to rungs of 3/4" x 1" oval tube. Handrails shall be constructed of formed 1" pipe with spokes of 1" tube solid welded. Deck-climber brackets shall each comprise angle measuring approximately 3" x 3" x 30-3/4" constructed of 7 ga. steel sheet with ends of the same material solid welded. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rungs, handrails, collars and clamps shall be finished in **Mira-Cote**. The brackets shall be finished in **Mira-Therm**. The Honeycomb segments shall have color molded in.

- **HONEYCOMB CLIMBER WITH ARCH ENCLOSURE** shall be ground-to-deck components for Tots' Choice deck systems. Model # 714-755-4E shall attach to a 4' deck; Model # 714-755-5E shall attach to a 5' deck. Both models shall comprise two handholds, an arch enclosure, bracket assembly, climber assembly, and stub assemblies. The handholds shall be constructed of 1" pipe, drilled with 3/8" aluminum inserts in the top ends. The arch enclosure shall comprise top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid welded. The bracket assembly shall be made of 7 ga. black HR CQ steel. The climber assembly shall comprise two handholds, Honeycomb segments, top and middle rungs, and stub assemblies. The Honeycomb segments shall be constructed of **Rockite**, and the rungs shall be made of 1" pipe, drilled. The 3" diameter tabs shall be made of steel, 11 ga. sheet, HR CQ. The stub shall be made of 1" pipe. The insert shall be 3/8-16 aluminum. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The arched deck enclosure, deck-climber bracket, handrails, stub assemblies, and **Versalok Fasteners** shall have a **Mira-Cote** finish. The Honeycomb segments of the climber assembly shall have molded-in color.

- **BIG KAHUNA** shall resemble a cartoon-like fish character facing upward as if ascending or leaping, with molded-in view grooves ("gills"), "fishbone"-textured climbing surface, and molded-in "scales." The climber shall be available in two forms: a ground-to-6'-6"-deck model (Model # 714-752-6), and a between-decks-with-2'-rise model (Model # 714-752-2) which may not be mounted to upper decks greater than 8' in height, and which shall require longer than standard posts for proper assembly. The one-piece climber shall be constructed of double-wall **Rockite** with wall thickness between 1/4" and 3/8", shall measure approximately 4'-3" x 6'-10" x 8'-10", and shall weigh approximately 300 lbs. The deck enclosures (and angle enclosures for Model # 714-752-6) shall consist of top supports, a bottom support, and uprights constructed of 1" pipe, and spoke infill of 3/4" x 1" oval tube. The lower deck enclosure (for Model # 714-752-2) shall consist of formed rails of 1" pipe. The

assemblies shall be solid welded and drilled. Ends of deck enclosure uprights shall be mashed for field assembly to decks. The angle enclosures' top rail shall have threaded inserts factory-installed for field attachment to deck enclosures. Bar assemblies (used as overhead climbing rungs) shall be constructed of 1" pipe with solid welded mounting plates of 11 ga. **A-60 Galvannealed**. The stubs (for Model # 714-752-2) shall be constructed of 6" long segments of 1" pipe with factory-installed threaded inserts in one end. The front legs (for Model # 714-752-6) shall be constructed of 1-1/2" pipe and 7 ga. **A-60 Galvannealed** sheet, solid welded and drilled. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assemblies, legs, bar assemblies, stubs, and clamps shall be finished in **Mira-Cote**. The climber shall have color molded in.

- **HULA CLIMBERS** shall comprise a series of large, rail-mounted rings through which users may climb. Models spanning from ground to 3' deck shall be available for Tots' Choice and Kids' Choice, and models spanning between decks with a 2' rise (and 8' span) shall be available for Kids' Choice only. The ground-to-deck hula climber shall comprise two main support rails of 1-1/2" pipe with six 40-5/8" O.D. rings of formed 1" pipe solid welded between them atop the rings. The main support rails shall have threaded inserts mechanically fastened in top ends for field attachment to enclosure assembly. The distance between the rings shall be 13"; distance between top ring and next lower ring shall be 12-5/16". The hula climber between decks shall comprise two main support rails of 1-1/2" pipe with seven 40-5/8" O.D. rings of formed 1" pipe solid welded between them and a rail of 1" pipe solid welded atop the rings. The main support rails shall have threaded inserts mechanically fastened in top ends for field attachment to enclosure assembly. The distance between the rings shall be 12-1/16"; the distance between the top ring and next lower ring, as well as the distance between the bottom ring and next higher ring shall be 11-5/16". The arch enclosure assemblies for Kids' Choice models shall consist of top supports, a bottom support, and an arched upright, which shall be constructed of 1" pipe, drilled, formed, and mashed, and vertical rungs which shall be constructed of 3/4" x 1" oval tube. The enclosure assembly shall be solid welded. The arch enclosure assembly for Tots' Choice models shall comprise top supports and an arched upright of 1" pipe, formed, mashed and punched, and spoked infill of 1" tube, all solid welded. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The hula climber, arch enclosure, and clamps shall be finished in **Mira-Cote**.

- **HORSESHOE CLIMBER** shall be designed for installation between 4' decks, from ground to a single 4' deck system, or freestanding. The plastic-covered chain net, anchored between posts and horizontal top and bottom "horseshoe"-shaped headers, shall provide a unique climbing challenge with stimulating mobility and ample stability. The net assembly shall consist of galvanized steel 4/0 straight link coil chain with 11-1/4" long over molded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". Links of chain shall be fastened together with die cast aluminum connectors and bolts. Top and bottom headers shall be constructed of 2" pipe with solid welded swaged stubs for field attachment of support and anchor poles. Headers shall have 1-1/4" O.D. steel bushing housings welded to them with 9/16" oil-impregnated bushings installed after painting. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. Header supports shall be aluminum

alloy. Support pole and anchor pole for field attachment between top and bottom headers shall be constructed of 2" pipe. **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. All fastening hardware shall be **Fastener Style A**. Headers, support pole, anchor pole, and clamps shall be finished in **Mira-Cote**.

- **TOT ROCK CLIMBER** shall be a ground-to-deck climber assembly (for 3' decks only) featuring a formed "bedway" with protrusions for users to grasp and step upon, and a single-user safety canopy. Some Rock Climber protrusions shall feature molded-in graphics of various fossil types. The climber shall be constructed of formed and drilled double-wall **Rockite**, and shall have an overall width of approximately 27-1/2" and an inside width at lowest point of 16". The assembly's top end shall have factory-installed threaded inserts for field attachment to canopy panel. The canopy panel shall be constructed of formed and drilled **Rockite** with all corners rounded, and shall measure 35-1/2" wide by 44-1/4" tall by 12-1/4" deep (panel alone 2-1/2" deep.) The opening shall measure approximately 24" wide by 31" tall. The front leg shall be 1-1/2" tube welded to a 7 ga. **A-60 Galvannealed** mounting bracket. The deck enclosures (for Kids' Choice model only) shall consist of uprights and support bars, to be constructed of 1" pipe, drilled, formed and solid welded. The panel support rung (for Tots' Choice model only) shall be a 37-3/16" length of 1" pipe. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The climber and canopy shall have color molded in. The leg, deck enclosures, and clamps shall be finished in **Mira-Cote**. The panel support rung shall have a galvanized finish.

- **CLIMBING POLE/SPIDER CLIMBER/BUMPER LADDER/SPIRAL CLIMBER/CLIFF CLIMBER/TRAP DOOR CLIMBER** shall each be used as an entry to or an exit from a deck. The cliff climber side rails and rungs shall be constructed of 1" pipe, formed, drilled and all solid welded construction, with an extension tube constructed of 1-1/4" pipe, 10 ga. The trap door climber pole shall be formed 1-1/4" pipe. The "U" shaped rungs shall be formed 1" pipe. The extension shall have a 3/8" aluminum insert. The climber shall be a welded assembly. The climbing pole shall be constructed of 1" pipe, 12 ga. The spider climber pole and "U" shaped rungs shall be formed 1" pipe, solid welded. The spiral climber shall be constructed of 1" pipe, formed, drilled and all solid welded construction with plastic pipe plugs inserted in open ends. For the Tots' Choice system, the spiral climber center pole shall be constructed of 1" pipe, formed, drilled and all solid welded construction with plastic pipe plugs inserted in open ends and the spiral shall be constructed of 1" tube and shall be attached to the center pole by means of six spacers, also constructed of 1" tube. The assembly shall be solid welded. The bumper ladder shall be constructed of **Rockite** bumpers supported internally by a pole constructed of 1" pipe, 10 ga. Each bumper shall measure 18" high x 19" wide. The Kids' Choice arch enclosure assembly shall consist of top supports, a bottom support, and an arched upright, which shall be constructed of 1" pipe, formed, mashed, and punched, with vertical infill of 3/4" x 1" oval tube. The Tots' Choice arch enclosure shall comprise two top supports and infill of 1" tube and a climbing pole support and arch support of 1" pipe, all solid welded. All enclosure assemblies shall have an extension tube of 1" pipe, 10 ga. Enclosure assemblies shall be solid welded. The cliff climber, trap door climber, climbing pole, spiral climber, bumper ladder pole, and enclosure assembly shall have a

Mira-Cote finish. The Rockite bumpers shall have color molded in.

- **PEAK CLIMBERS WITH HANDRAILS** shall include the Peak Climber w/Handrail for 4'-5' decks (Model #s 714-600-5 and 704-600-5), and Peak Climber w/Handrail for 6' or 6'-6" Decks (Model #s 714-600-6 and 704-600-6). These models shall be deck mounted climbing challenge assemblies comprising inclined rails containing a series of welded "U" loops on undersides, a handrail, and half enclosure. The climber rails shall each be constructed of formed 1" pipe with an upright spoke, horizontal post-attachment stub, and formed "U" loops constructed of 1" pipe solid welded to its underside. The handrails shall comprise a spoke of 3/4" x 1" oval tube, top upright of 1" pipe, and rails of 2" pipe, all solid welded. The half enclosure shall comprise an outer upright, cross bars, and enclosure upright constructed of 1" pipe, and spokes of 3/4" x 1" oval tube, all solid welded. All Versalok Fasteners for deck and component attachment shall be aluminum alloy. All fastening hardware shall be Fastener Style A. The post, rails, enclosure, and Versalok Fasteners shall be finished in Mira-Cote

- **VERTICAL CLIMBERS** shall include the Wiggly Worm Climber designed to access or egress a 5', 6'-6" or 8' deck. The Wiggly Worm Climber shall comprise loops solid welded to frames, all of 1-1/4" pipe, 10 ga. The enclosure assembly shall consist of top supports, an extension tube, and an arched upright, which shall be constructed of 1" pipe, formed, mashed and punched, and vertical rungs constructed of 3/4" x 1" oval tube. The enclosure assembly shall be solid welded. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The climber assembly, arch entry enclosure, and clamps shall have a Mira-Cote finish.

- **CONNEXION STEP CLIMBER WITH ENCLOSURE** shall be a ground-to-deck, graduated vertical climbing challenge designed to attach at one end to either 3-1/2" or 5" Nexus post. The climber shall comprise a top rail, bottom rail, balusters, and attachment tube all of 1" pipe. The climber shall measure 58-13/16" x 44-1/16". One-sided enclosure shall comprise an outer upright, enclosure upright, and cross bar of 1" pipe, and spokes of 3/4" x 1" oval tube. The assembly shall contain Versalok Fasteners and Fastener Style A hardware.

- **CONNEXION OVERHEAD CLIMBER** is an overhead climbing challenge designed to provide access between Miracle decks and Nexus posts. The Overhead Connexion™ shall comprise a support rail, end rail, and hand rungs. Hand rungs and support rail shall be constructed of 1" pipe and end rail shall be constructed of 2" pipe, all solid welded. Stepping pod shall be included in the assembly and shall be constructed of Rockite containing a textured, hex-shaped top surface measuring approximately 16" in diameter. Pod shall measure 12" high without post. Post shall be constructed of 1-1/2" pipe with a 5-7/8" diameter mounting plate of 11 ga. G-90 galvanized solid welded to the post. The assembly shall contain Versalok Fasteners and Fastener Style A hardware.

- **TREE-O CLIMBER** shall be a vertical climbing challenge featuring alternating, 60° rungs rising to 3', 4', 5', 6'-6", or 8' deck heights with arch enclosure. The climber shall comprise 3 side rails, 60° rungs, an upper arm, and plastic pipe plug. The side rails shall be constructed of 1" pipe and shall be 175-3/16" in

length. Rungs shall be constructed of 1" pipe and shall measure 19-9/16" in length. Upper arm shall consist of swaged tube constructed of 1-1/4" pipe. Support header shall be composed of 1" pipe, solid welded to a support sleeve of 1-1/4" pipe, all solid welded. The arch enclosure shall comprise top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid welded. All models shall contain Fastener Style A hardware.

- **MONSTER PIPE CLIMBER** shall be a ground-to-deck component featuring foot step gussets welded to a single 2" pipe leading to 4' through 6'-6" decks. The climber shall comprise a climber mounting bracket, tall foot step gussets and short foot step gussets, all solid welded to a tube support. Tube support shall be constructed of 2" pipe. Climber mounting bracket and gussets shall be comprised of 7 ga. sheet. Hand support shall be constructed of 2" pipe. Model # 704-615-5, 714-615-5 and 718-615-5 shall measure 62-1/16" in length and 120-13/16" in height. Model # 704-615-6, 714-615-6 and 718-615-6 shall measure 80-1/2" in length and 138-13/16" in height. Foot step covers shall be constructed of 11 ga. sheet perforated with a staggered pattern of .375" diameter holes at 5/8" apart center to center. Foot step covers shall be 15" in length. Enclosure for KC and TCX shall comprise top rails, L rail and arch of 1" pipe, Gator Grip, spokes of 3/4" x 1" oval tube and a 7 ga. sheet bracket. Enclosure for TC shall comprise an arch upright of 1" pipe, Gator Grip, top rails, L rails and spokes of 1" tube, and a 7 ga. bracket. Enclosure shall measure 62-3/8" in length and 41-1/2" in width for KC and TCX and 62-3/8" in length and 36-15/16" in width for TC. Each assembly shall contain Versalok Fasteners and Fastener Style A hardware. The climber, hand support and enclosure shall have a Mira-Cote finish. Steps shall have a Mira-Therm finish.

- **TREE STEPPER** shall be a ground-to-deck component featuring foot step gussets welded to a single 2" pipe, leading to 4' through 6'-6" decks. Tree Stepper shall comprise a climber mounting bracket, tall foot step gussets and short foot step gussets, all solid welded to a tube support. Tube support shall be constructed of 2" pipe. Climber mounting bracket and gussets shall be comprised of 7 ga. sheet. Hand support shall be constructed of 2" pipe. Vertical support swage of 1" pipe shall be solid welded to hand support. Models -5R and -5L shall measure 116-11/16" in length and 62-1/2" in width. Models -6R and -6L shall measure 134-11/16" in length and 80-1/12" in height. Vertical Support shall be constructed of 1" pipe and shall measure 87-3/4" in length. Foot step covers shall be constructed of 11 ga. sheet perforated with a staggered pattern of .375" diameter holes at 5/8" apart center to center. Steps shall be 15" in length. Enclosure shall comprise top rails, L rails, and arch of 1" pipe, Gator Grip, and spokes of 3/4" x 1" oval tube. Enclosure shall have a 7 ga. galvanized sheet constructed hand support bracket solid welded to inside uprights. Enclosure shall measure 62-3/8" in length and 41-1/2" in width. Each assembly shall contain Versalok Fasteners and Fastener Style A hardware. The climber, hand support, vertical support and enclosure shall have a Mira-Cote finish. Foot step covers shall have a Mira-Therm finish.

- **BRAIDED CLIMBER** shall be a twisting, vertical climbing challenge rising to an 8' deck height with arch enclosure. Climber shall comprise two uprights with coped plugs inserted into top ends, and eight rungs. The uprights and rungs shall be constructed of 1" pipe, Gator Grip. Upright shall measure 174-1/16" in length

and shall be solid welded to rungs. Top support shall be comprised of 1" pipe, Gator Grip, solid welded. The arch enclosure shall comprise top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid welded. All models shall contain Fastener Style A hardware.

- **CHAIN LADDER/ROPE CLIMBER/MAST CLIMBER** shall be ground-to-deck climber assemblies. The chain ladder shall be constructed of 4/0 straight link coil chain measuring 137" long with large 3/8" "S" hooks at the top. It shall be approximately 17" wide with six chain rungs that shall be 12" apart. The ladder shall fasten to the attachments on the horizontal pipe with 3/8" "S" hooks. The rope climber shall be constructed of 1-1/2" polypropylene to resist weathering and mildew. The top collar shall be 2" pipe with threaded fittings for two 5/8" set screws and a steel loop of 3/8" rod for attaching the rope. Rope clamps shall be 11 ga. steel. Connections shall be made using 3/8" diameter "S" hooks and 4/0 straight link coil chain. The mast climber shall consist of two sections with side rails constructed of galvanized 4/0 straight link coil chain solid welded. Each section shall measure 80" long with large 3/8" "S" hooks at the ends. The chain ladder shall be approximately 15" wide with rungs constructed of 1" tube positioned 11" apart and solid welded to the chain side rails. The deck enclosures shall consist of top supports, a bottom support, and a forward bend, center 90 degree upright, which shall be constructed of 1" pipe, formed, mashed and punched, and vertical rungs of 3/4" x 1" oval tube (except Tots' Choice models which shall have an enclosure consisting of a support assembly and horizontal support rails constructed of 2" pipe, drilled, with a steel loop of 3/8" rod attached to the crossbar for component attachment and vertical handholds of 1" tube attached to the support assembly uprights). The deck enclosure shall be solid welded with plastic pipe plugs inserted in open ends. The anchor shall be 1" tube. The mast climber and Model # 804PVC shall have a chain ladder assembly with a Mira-Therm finish. Model # 804 shall have a galvanized chain ladder with neoprene hose covering the chain steps. The enclosure shall have a Mira-Cote finish.

- **INCLINED SPIDER CLIMBER** shall be designed for use as an entrance and exit from deck systems of various heights. The middle rail shall be bent 1-1/2" pipe with rungs of 1" pipe, mashed on ends and all welded construction. A 1/4" thick steel plate with two bolt holes shall be welded on end of climber. Dimensions shall be 30" wide with the span for Model # 714-778-4 being 5' and the span for Model # 714-778-6 being 7'-1". The enclosure assembly shall consist of top supports, a bottom support, and an arched upright, constructed of 1" pipe, formed, mashed and punched, and vertical rungs constructed of 3/4" x 1" oval tube. The enclosure assembly shall be solid welded. Open ends shall be closed by plastic pipe plugs. The assembly shall include Versalok Fasteners and Fastener Style A hardware. The climber, enclosures, and clamps shall have a Mira-Cote finish.

- **"S" LOOP BRIDGE/FLAT LOOP BRIDGE/INCLINE LOOP BRIDGE/HUMP LOOP BRIDGE** shall be bridges between deck systems. The side rails shall be curved 1-1/2" pipe (except Tots' Choice models which shall be 1" pipe), with blind fasteners inside both ends with curved rungs constructed of 1" tube, die-formed and welded to side rails. Dimensions shall be 20" center to center and 8' long. The arch enclosure shall consist of a top rail constructed of 1" pipe, formed, mashed and punched, and infill uprights of 3/4" x 1" oval tube (except Tots'

Choice models which shall be 1" tube.) The deck enclosure shall be solid **welded**. Side rails, curved rungs and handholds shall have a **Mira-Cote** finish.

- **DIPWALK BRIDGE** assemblies (spanning 8' and 12') shall be horizontal climbing bridges between 2', 2'-6", 3', 3'-6", or 4' decks of equal height. The top and bottom rails and uprights shall be **1-1/4" pipe**. The bridge shall be fastened between decks in the field using 1/4" plate with 2-1/2" bolts. The climbing bridge shall be fastened to arched entry enclosures in the field using 3/8" bolts. The bridge assembly shall be solid **welded**. Arched entry enclosures shall comprise top and bottom supports, sleeve support, arched upright and vertical rungs. The sleeve support shall be **1-1/4" pipe**, 10 ga., solid **welded** to the arch. The top and bottom supports and upright shall be **1" pipe**, formed, mashed and punched, solid **welded** to vertical rungs of **3/4" x 1" oval tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A**. The climbing bridge assembly, arched entry enclosures, and clamps shall be finished in **Mira-Cote**.

- **DUCKWALK BRIDGE** assemblies (spanning 8' and 12') shall be horizontal, curved rung ladders with a dip in the middle serving as climbing bridges between decks of equal height. Handrails and a free fall zone shall be added safety features. The main rails shall be **1-1/2" pipe** with blind fasteners inside the top end with curved rungs, uprights, handrails and braces of **1" pipe**, die-formed and **welded** to the main rails. Rails shall be set 20" apart. Arched entry enclosures shall comprise top and bottom supports, arched upright and vertical rungs. Top and bottom supports and upright shall be **1" pipe**, drilled, formed and mashed, solid **welded** to vertical rungs of **3/4" x 1" oval tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The climbing bridge assembly, enclosures and clamps shall be finished in **Mira-Cote**.

- **DUCKWALK CLIMBERS** shall be used as an entry to and exit from decks at various heights. The side rails for the duckwalk climbers shall be **1-1/2" pipe** with blind fasteners inside top end. The curved rungs shall be constructed of **1" pipe**, die-formed and solid **welded** to side rails. The climbers shall be 20" wide with the span for Model # 714-779-4 being 5'-10", and Model # 714-779-6 being 7'-9". The enclosure assembly shall consist of top supports, a bottom support, and an arched upright, which shall be constructed of **1" pipe**, drilled, formed, and mashed, and vertical rungs which shall be constructed of **3/4" x 1" oval tube**. The enclosure assembly shall be solid **welded**. The assembly shall contain **Fastener Style A** hardware and **Versalok Fasteners**. The climber assembly, enclosure assembly, and clamps shall have a **Mira-Cote** finish.

- **CANYON CLIMBER** shall be challenging vertical climbers used to access and egress deck systems of various heights. The assemblies shall contain arch enclosures. The climber shall comprise a frame and curved rungs constructed of **1" pipe**, solid **welded**, with a swaged extension tube constructed of **1-1/4" pipe**, 10 ga. with threaded aluminum insert for field assembly to arch enclosure. The rungs shall be curved in a semi-circle shape with a 19" diameter and shall alternate sides of the frame as they ascend. The Kids' Choice arch enclosure shall comprise top supports, extension tube, and arched upright constructed of **1" pipe**, drilled, formed and mashed, and vertical rungs constructed of **3/4" x 1" oval tube**, all solid **welded**. The Tots' Choice arch enclosure shall comprise two top supports and infill of **1" tube** with a climbing pole

support and arch support of **1" pipe**, all solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The climber, enclosure and clamps shall have a **Mira-Cote** finish.

- **VERTICAL LADDER/LOOK-OUT LADDER** shall be designed for use as an entrance and exit for decks of various heights. Each assembly shall consist of side rails and rungs constructed of **1" pipe**, all solid **welded**. Models shall have threaded inserts in the ends of the side rails and an arch enclosure. The Kids' Choice enclosure assembly shall consist of top supports, a bottom support, and an arched upright constructed of **1" pipe**, formed, mashed and punched, and vertical infill of **3/4" x 1" oval tube** with mounting tabs of 7 ga. sheet, all solid **welded**. The Tots' Choice enclosure assembly shall comprise top supports and an arch upright of **1" pipe**, spoked infill of **1" tube** with mounting tabs of 7 ga. sheet, all solid **welded**. The ladders and enclosure assemblies shall have a **Mira-Cote** finish.

- **CARGO NET** shall be a ground-to-deck climber assembly. The deck and ground anchor shall be constructed of **1" pipe**. The deck and ground anchor shall have **welded** loops for attachment of cargo net. All chain shall be **4/0 straight link coil chain**. The five vertical chains shall connect to the rungs by "S" hooks. The five horizontal chains for the # 835 models and three horizontal chains for the # 836 models shall connect to the vertical chains using bolts, washers and nuts. The anchor, rungs shall have a **Mira-Cote** finish. The chain used in Model # 835PVC and # 836PVC shall have a **Mira-Therm** finish. The chain used in Model # 835 and # 836 shall be bright galvanized.

- **CARGO CLIMBER** shall be available with and without side handholds, and shall consist of a bracket constructed of 11 ga. sheet and rungs constructed of **1" tube** connected by four vertical supports of **4/0 straight link coil chain**. The rungs shall be **welded** to the chain. The chain shall be attached to an anchor and the bracket by 5/16" "S"-hooks. The cargo climber for 5' deck shall be 83-11/16" in length; for 3' deck, 50-5/8"; and for 4' deck, 67-5/16". All models shall include a horizontal handhold rung. The 36-1/2" handhold rung shall be constructed of **1" tube**. The anchor shall be constructed of **1" pipe**, formed, with four "U" shaped loops of 5/16" diameter wire **welded** at a 40 degree angle from the top. The side handholds shall be constructed of **1" pipe**, drilled and formed, with 3/8" aluminum inserts. The horizontal handhold rung, side handholds, and anchor shall have a **Mira-Cote** finish. The bracket, climber rungs, and chain shall have a **Mira-Therm** finish.

- **VERTICAL CARGO CLIMBER** shall be a ground-to-deck climber. The cargo climber shall consist of 11 ga. sheet bracket and **1" tube** rungs connected by three vertical supports of **4/0 straight link coil chain**. The rungs shall be solid **welded** to the chain. The chain shall be attached to an anchor and the bracket by 5/16" "S"-hooks. The cargo climber for the 3', 4', 5', and 6'-6" decks shall measure 45-1/2", 56-1/2", and 67-1/2", and 86-3/4" in length respectively. The anchor shall be constructed of **1" pipe**, formed, with three "U" shaped loops of 5/16" diameter wire **welded** to the top. The arch enclosure shall comprise top supports and an arched upright of **1" pipe** and spoked infill of **1" tube**, all solid **welded**. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. The anchor and **Versalok Fasteners** shall have a **Mira-Cote** finish. The vertical cargo climber chain shall be PVC coated.

- **WEB CLIMBER** shall be a ground-to-deck climber. The deck-mounting panels shall be constructed of **Rockite** with all corners rounded. Cable shall be constructed of 1/4" diameter woven wire rope with 1/8" thick vinyl coating. The cross rings shall be low-density injection molded polyethylene measuring 3" in diameter. The cable clamps shall be two-piece aluminum block clamps, covered with cross ring covers. The hanger ring shall be constructed of 7 ga. sheet, drilled, with a 26-13/16" diameter. **Rockite** panel and cross rings shall have molded in color. The enclosures shall have a **Mira-Cote** finish. Cable shall be color impregnated. The hanger ring shall have a **Mira-Therm** finish.

- **CURVED CLIMBERS** shall be ground-to-deck climbers. The side rails shall be curved **1-1/2" pipe** (except Tots' Choice models which shall be **1" pipe**) with blind fasteners inside top end with rungs constructed of **1" tube**, 18-1/2" long, mashed on ends and all **welded** construction. Dimensions shall be 22" wide with the span for Model # 714-942 and # 718-942 being 6'-7" and the span for Model # 714-967 and # 718-967 being 3'-6". The handhold assembly shall be die-formed and **welded 1" pipe**. Curved climber and handholds shall have a **Mira-Cote** finish.

- **CURVED LOOP CLIMBERS/UPHILL CLIMBER** shall be ground-to-deck climbers. The side rails shall be curved **1-1/2" pipe** with blind fasteners inside top end, with curved rungs constructed of **1" tube**, die formed and **welded** to side rails (except Tots' Choice curved loop climber models which shall have side rails of curved **1" pipe**). The deck enclosure assembly for Kids' Choice models shall consist of top supports, a bottom support, an outer upright, and an arched upright, which shall be constructed of **1" pipe**, formed, mashed and punched, and vertical rungs which shall be constructed of **3/4" x 1" oval tube** with bolting tabs of 11 ga. sheet. The enclosure assembly for Tots' Choice models shall consist of top supports and an arched upright, which shall be constructed of **1" tube** formed, mashed and punched. For all systems, the deck enclosure shall be solid **welded**. Loop climber and handholds shall have a **Mira-Cote** finish.

- **OUTRIGGER** shall comprise a curved climber with a **welded** handrail enclosure assembly. The side rails of the climber assembly shall be curved **1-1/2" pipe** with blind fasteners inside top end with rungs constructed of **1" tube**, 18-1/2" long, mashed on ends and all **welded** construction. The handrail enclosure assembly shall consist of a top rail, formed, and spokes all constructed of **1" pipe**. The ends of the spokes shall be **welded** to the climber side rails. The top ends of the top rail shall have blind fasteners for field attachment to the deck enclosure. The deck enclosure assembly for Kids' Choice models shall consist of top supports, a bottom support, and an arched upright, which shall be constructed of **1" pipe**, drilled, formed, and mashed, and vertical rungs which shall be constructed **3/4" x 1" oval tube**. For each system, the deck enclosure shall be solid **welded**. The climber assembly and handrail enclosure shall have a **Mira-Cote** finish.

- **DOUBLE RAIL CLIMBERS** shall be of solid **welded** construction. Rails shall be die-formed **2" pipe**. The angled bracket shall be **A-60 Galvannealed** 11 ga. steel sheet. Braces shall be **1" tube**. The handhold assembly shall be die-formed and **welded 1" pipe** (except Tots' Choice models which shall be **1"**

tube). Climber and handholds shall have a **Mira-Cote** finish.

- **CLIMBING WALLS, VERTICAL AND SLOPED (KIDS' CHOICE & TCX ONLY)** shall consist of an arch entry deck enclosure and panel sections with climbing holds fastened to a steel frame. The rails and archway of the enclosure assembly shall be constructed of 1" pipe, with vertical rungs of 1" tube, solid welded. The panels shall be constructed of high density polyethylene sheets. The climbing holds shall be constructed of molded sand and polyester resin mixture. The frame shall comprise vertical outer rails (which serve as legs) constructed of 2" square tube, solid welded to horizontal support rails of 1-1/2" square tube and 11 ga. galvanized 1-1/2" x 3" rectangular tube. The fill block shall be folded 11 ga. steel sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart, center-to-center, solid welded with 7 ga. by 2" flat steel braces. TCX Model # 704-757-25, Model # 704-757-26, and Model # 704-757-28 shall be solid welded with 11 ga. x 2" flat steel braces. TCX Model # 704-757-34 shall be solid welded with 11 ga. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure, frame, and clamps shall have a **Mira-Cote** finish. The fill block shall be finished in **Mira-Therm**.

- **SLOPED CLIMBING WALL (TOTS' CHOICE)** shall mount to 4', 5' and 6' Tots' Choice deck systems and shall challenge users to ascend or descend by grasping and stepping upon stubs. The panel sections shall be constructed of sheets of **Mira-Lene**. The climbing holds shall be constructed of molded sand and polyester resin mixture. The frame shall comprise vertical outer rails (which serve as legs) constructed of 2" square tube, solid welded to horizontal support rails of 1-1/2" square tube and 11 ga. galvanized, 1-1/2" x 3" rectangular tube. The fill block shall be folded 11 ga. steel sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart, center-to-center, solid welded with 7 ga. by 2" flat steel braces. The arch entry enclosure shall consist of a frame (top and inside support rails), an arched upright, and vertical rungs within the frame. The rails shall be constructed of 1" pipe and the archway and vertical rungs shall be constructed of 1" tube, all solid welded. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel sections shall have color molded in. The frame, enclosure and clamps shall be finished in **Mira-Cote**. The fill block shall be finished in **Mira-Therm**.

- **45 DEGREE SLOPED CLIMBING WALL** challenges users to ascend or descend by grasping and stepping upon stubs, and shall be designed for mounting to 3' and 4' decks. The panel sections shall be constructed of sheets of **Mira-Lene**. The climbing holds shall be constructed of molded sand and polyester resin mixture. The frame shall comprise vertical outer rails constructed of 11 ga., 2" square tube, solid welded to horizontal support rails of 1-1/2" square tube and 11 ga. galvanized, 1-1/2" x 3" rectangular tube. Leg extensions measuring 24" shall be constructed of 14 ga. galvanized, 1-3/4" square tube. The fill block shall be folded 11 ga. steel sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart, center-to-center, solid welded with 7 ga. x 2" flat steel braces. The Kids' Choice model shall contain an arch entry enclosure, and the Tots' Choice model shall contain a loop enclosure, each consisting of a frame (top and inside support rails), an arched upright, and vertical rails within the frame. The rails shall be constructed of 1" pipe and the archway

and vertical rungs shall be constructed of 3/4" x 1" oval tube (except for Tots' Choice which shall be 1" tube), all solid welded. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel sections and holds shall have color molded in. The frame, enclosure, and clamps shall be finished in **Mira-Cote**. The fill block shall be finished in **Mira-Therm**. The legs shall have a galvanized finish.

- **FOSSIL BLUFF CLIMBERS** shall be 80 degree inclined rock walls designed for attachment to 8' decks and contain an arch entry enclosure. The climbing surface shall feature realistic shapes, dimensions and textures of a natural stone escarpment, and factory-assembled climbing stubs. The arch entry enclosure shall consist of a frame (top and inside support rails) and arched upright of 1" pipe, and vertical rungs within the frame of 3/4" x 1" oval tube, all solid welded. The panels shall measure 48" x 96" and shall be constructed of **Rockite**. The climbing holds shall be constructed of molded sand and polyester resin mixture. The frame shall be constructed of 1-1/2" square tube. The fill block shall be constructed of 11 ga. A-60 Galvannealed sheet steel. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure and frame shall be finished in **Mira-Cote**. The fill block shall be finished in **Mira-Therm**. The panels shall have molded in color.

- **FOSSIL BLUFF WALL SYSTEM** shall be inclined rock walls designed for attachment to 5', 6'-6", or 8' decks and shall contain an arch entry enclosure. The climbing surface shall feature realistic shapes, dimensions and textures of a natural stone escarpment, and factory-assembled climbing stubs. The arch entry enclosure shall consist of a frame (top and inside support rails and arched upright) of 1" pipe and vertical rungs within the frame of 3/4" x 1" oval tube, all solid welded. The panel shall be constructed of **Rockite**. The climbing stubs shall be constructed of molded sand and polyester resin mixture. The wall frame shall be constructed of 1-1/2" square tube, solid welded. The fill block shall be constructed of 11 ga. A-60 Galvannealed sheet steel. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The clamps, enclosure and frame shall be finished in **Mira-Cote**. The fill block shall be finished in **Mira-Therm**. The panel and climbing stubs shall have molded in color.

- **HONEYCOMB CLIMBERS (KIDS' CHOICE & TOTS' CHOICE)** shall consist of handrails and a climber assembly which shall connect to the deck with a bracket. The Kids' Choice models shall feature an arched deck enclosure. The Tots' Choice models shall feature a handhold. The rails and archway of the Kids' Choice arched enclosure shall be constructed of 1" pipe, with vertical rungs of 3/4" x 1" oval tube, solid welded. The handhold on the Tots' Choice models shall be constructed of 1" tube. The handrails, which also serve as legs, shall be constructed of 1" pipe, drilled, with 3/8" aluminum inserts in the top ends. On Kids' Choice handrails for 5' and 6'-6" decks, a drilled stub of 1" pipe, 12 ga. is welded. The climber assembly shall consist of Honeycomb segments constructed of **Rockite** and rungs made of 1" pipe, drilled, with either plastic pipe plugs or threaded aluminum inserts factory-installed. The deck-climber bracket shall be constructed of 3" x 3" x 3/16" angle, 7 ga. black HR CQ steel and 780 series Plastisol resin. The enclosure or handhold, handrails, and fasteners shall have a **Mira-Cote** finish. The bracket shall have a **Mira-Therm** finish. The Honeycomb segments shall have molded-in color.

- **HANG-A-ROUND (KIDS' CHOICE ONLY)** shall be a deck-mounting model comprising an arched deck post, steering wheel, and motion assembly. The steel deck post shall be constructed of 5" tube and shall measure 154" prior to the arched section. The steering wheel shall be constructed of sand cast aluminum alloy. The motion assembly shall be constructed of an 8620 hardened steel ball screw and ball nut with stainless steel bearings. The five-piece clutch mechanism and guide shaft shall be 303 stainless steel. Guide bushings shall be maintenance free, oil-impregnated brass bushings. Standoffs and guide plates shall be 6061 aluminum. The post assembly shall have a **Mira-Cote** finish.

- **POD HOPPERS** shall comprise a post assembly with 3 attached hex-shaped pods ascending to 3', 4', 5' or 6'-6" deck systems, with an entry enclosure and formed hand supports on both sides. Each post assembly shall comprise a center tube of 3-1/2" tube, supporting arm bracket of 7 ga. galvanized steel sheet, pod supporting arms of 1-1/4" pipe, pod mounting plate of 11 ga. galvanized steel sheet, pod support tube of 1-1/4" pipe, support tube brace plate of 11 ga. galvanized steel sheet, and based plate of 7 ga. galvanized steel sheet. All post assemblies shall measure 22-13/16" in length center to center and 6-5/8" in width center to center. Post assemblies for 3' deck shall measure 60-5/16" and 44-5/16" in height. Post assemblies for 4' deck shall measure 72-5/16", 60-5/16" and 44-5/16" in height. Post assemblies for 5' deck shall measure 84-5/16", 66-5/16" and 48-5/16" in height. Post assemblies for 6' deck shall measure 102-5/16", 84-5/16", 66-5/16" and 48-5/16" in height. Post assemblies shall be solid welded. Each pod shall be constructed of **Rockite** containing a textured, hex-shaped top surface measuring approximately 16" diameter. Pod shall measure 12" in height. Arch enclosure assemblies for KC and TCX shall consist of top supports, a bottom support, and an arched upright constructed of 1" pipe, formed, mashed and punched, and vertical run infill constructed of 1" tube, all solid welded. Loop enclosure assembly for TC shall consist of balusters, a support rail and arched upright constructed of 1" pipe, formed, mashed, punched and solid welded. Hand supports shall be constructed of 2" pipe. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** pods shall have color molded in. The post assemblies, hand supports, enclosure and clamps shall be finished in **Mira-Cote**.

• OVERHEAD CLIMBERS

- **HOVER BEAMS** shall be available in 8' and 12' spans. The Stationary Hover Beam shall comprise a series of alternating, upward and downward orientated, "U"-shaped handholds on a center rail with post-mounting crossbars at each end. The Rocking Hover Beam shall comprise a series of alternating "U"-shaped, bent handhold loops along a center beam that swivels from side to side. The center support rail and crossbars shall be constructed of 2" pipe and the formed handhold loops shall be constructed of 1" pipe, all solid welded. The Rocking Hover Beam's support rail shall contain steel swivel mechanisms installed at the factory. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** and **Fastener Style B** hardware. The climber assembly and clamps shall have a **Mira-Cote** finish.

- **270 DEGREE OVERHEAD CLIMBERS** shall include either try rings or handrings, and shall exit from one side of a square or rectangular deck and shall

enter an adjacent side of the same deck. Two deck enclosures (Model # 714-813-5) generally shall be required, and shall comprise enclosure rails of drilled 1" pipe with plastic pipe plugs inserted in open ends, and solid welded uprights of 3/4" x 1" oval tube with mashed ends. For Model # 714-709-C5, the try ring model, the header beam and welded end crossbars shall be constructed of 2" pipe. The rings shall be triangular, approximately 14-3/16" from base to apex with a 22" grip, and shall be constructed of 1" pipe, solid welded to the header. An "L" shaped support leg constructed of 2" pipe A-60 Galvannealed shall be field assembled to the header. For Model # 714-884-C5, the handring model, the header assembly shall consist of a header beam with welded bushing sleeves and crossbars. The header beam and welded crossbars shall be constructed of 2" pipe. The bushing sleeves shall be segments of 1-1/4" OD x 9/16" ID steel pipe. An "L" shaped support leg constructed of 2" pipe A-60 Galvannealed shall be field assembled to the header. The handrings shall be constructed of ductile iron, grade 60-40-18. The assemblies shall contain Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The clamps, header assemblies, legs, and try rings shall be finished in Mira-Cote. The handrings shall be zinc plated.

- **TENSILE TOUGH OVERHEAD CLIMBER** shall be designed for installation between decks or from an end ladder to deck. The plastic covered chain net shall provide stimulating dynamic mobility and upper body strength challenge to users. The header rails and crossbars shall be 2" pipe solid welded. The header rails shall have 1-1/4" O.D. steel bushing housings welded to them with 9/16" oil-impregnated bushings installed after painting. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. Header supports shall be aluminum alloy. The net assembly shall consist of galvanized steel 4/0 straight link coil chain with 11-1/4" long over molded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". Links of chain shall be fastened together with die cast aluminum connectors and 1/4" bolts. Versalok Fasteners for deck and component attachment shall be aluminum alloy. All fastening hardware shall be Fastener Style A and Fastener Style B. Header assembly and clamps shall be finished in Mira-Cote.

- **SKY WHEELS** shall be deck-mounted (Model # 714-776, # 714-775 and # 714-777) or freestanding (Model # 776.) Model # 714-776-5 and # 704-776-85 and # 714-776-85 may be deck mounted or freestanding. It shall be designed to provide children with a safe, fun and physically challenging play experience. Wheels shall be set at 15 degree angles so the user will grasp the first, suspending his or her body, and roll around to within reach of the next wheel until reaching the opposing end. The frame assembly on Model # 714-775 only shall consist of sleeves constructed of 5" Sch 40 pipe welded to a "U" shaped brace and diagonal supports constructed of 2" pipe, all solid welded. The header assembly shall consist of a 10'-6" beam constructed of 2" pipe (2-3/8" OD), a 9 ga. 1010 hot rolled, Flo-Coat, galvanized pipe manufactured from steel, cold formed and high frequency induction welded continuously. It shall conform to ASTM A-135 and ASTM A-500 and shall be tested in accordance with ASTM E-8. The beam shall be welded to a 4'-0" end crossbars of 2" pipe. The header shall contain three stubs of 1" pipe with caps and threaded inserts solid welded. The sky wheels shall each be constructed of a round bar steel hub solid welded between five spokes of 1" pipe with mashed ends and a formed ring of 1" pipe. The

wheels shall be field assembled to the header stubs using two Delrin washers and other hardware.

Versalok Fasteners for deck and component attachment shall be aluminum alloy. All fasteners shall be Fastener Style A. The header assembly, clamps, and sky wheels shall be finished in Mira-Cote.

- **HORIZONTAL LADDERS** shall be available in multiple configurations. The ladder rails shall be constructed of 2" pipe measuring 95" long (except Tot's Choice models which shall have rails of 1" pipe measuring 72"). Ladder rungs shall be constructed of 1" pipe, solid welded (except Tot's Choice models which shall have rungs of 1" tube). For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe, formed. The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tot's Choice models which shall be 1" tube), drilled, with plastic pipe plugs inserted in open ends. The uprights shall be constructed of 3/4" x 1" oval tube (except Tot's Choice models which shall be 1" tube,) mashed on both ends. The enclosure assemblies shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The assemblies shall have a Mira-Cote finish.

- **ORBIT OVERHEAD CLIMBER** shall be an overhead climber assembly. The ladder rails shall be constructed of 2" pipe. Ladder rungs shall be constructed of 1" pipe, solid welded. For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe, formed. The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe, formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tot's Choice models which shall be 1" tube,) mashed on both ends. The enclosure assemblies shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The assemblies shall have a Mira-Cote finish.

- **HORIZONTAL SPIDER LADDER** shall be available in horizontal and inclined configurations. The inclined spider ladder shall have a 1' incline. The center support rail shall be constructed of 2" pipe (except Tot's Choice models which shall be 1" pipe) and a series of alternating "U" loops shall be constructed of 1" pipe. The spider ladder assembly shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe (except Tot's Choice models which shall be 1" tube), formed. The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tot's Choice models which shall be 1" tube), formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tot's Choice models which shall be 1" tube)

tube,) mashed on both ends. The enclosure assemblies shall be solid welded. Opening space to go from the deck to the climber shall be less than 14". Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The ladder, end climber, and enclosure assemblies shall have a Mira-Cote finish.

- **HANDRING BRIDGES** shall be overhead climber assemblies. The header assembly shall consist of the header beam, with welded bushing sleeves and cross bars. The header beam and cross bars shall be constructed of 2" pipe (except Tot's Choice models which shall have cross bars of 1" pipe with stubs of 1" tube). The bushing sleeves shall be segments of 1-1/4" OD x 9/16" ID steel pipe. The entire assembly shall be solid welded. The handrings shall be triangular in shape and constructed of ductile iron, grade 60-40-18. For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe (except Tot's Choice models which shall be 1" tube), formed. The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tot's Choice models which shall be 1" tube), formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tot's Choice models which shall be 1" tube,) mashed on both ends. The enclosure assemblies shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) Kids Choice shall also offer attachment to a Nexus post, which shall be constructed of 5" tube, 11 ga. with 5" round end caps pressed in at the factory. Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The header, end climber, and enclosure assemblies shall be finished in Mira-Cote. The handrings shall be zinc plated.

- **INCLINED LADDER** shall be available in multiple configurations. The ladder rails shall be constructed of 2" pipe measuring 95" long (except Tot's Choice models which shall have rails of 1" pipe measuring 72" long). Ladder rungs shall be constructed of 1" pipe, solid welded (except Tot's Choice models which shall have rungs of 1" tube). For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe, formed, measuring 63" x 48" (except Tot's Choice models which shall be constructed of 1" tube measuring 108-1/2" x 36-1/2"). The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tot's Choice models which shall be 1" tube), formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tot's Choice models which shall be 1" tube,) mashed on both ends. The enclosure assemblies shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The assemblies shall have a Mira-Cote finish.

- **SINGLE AND DOUBLE RAILS** shall be overhead climber assemblies. Main support beams shall be constructed of 2" pipe (except Tot's Choice models which shall be 1" tube). Each gripping rail shall be constructed of 1" pipe (except Tot's Choice models

which shall be 1" tube). Each rail assembly shall be solid welded. For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), formed. The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tots' Choice models which shall be 1" tube,) mashed on both ends. The enclosure assemblies shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The assemblies shall have a Mira-Cote finish.

- **SWING RING BRIDGE** shall feature oversized moving handholds. The header assembly shall consist of the header beam, crossbar, and the bar sleeve. The header beam and the cross bar shall be constructed of 2" pipe, formed for 90 degree swing rings. The entire assembly shall be solid welded. The swing rings assembly shall consist of a pivot plate, spacer, swing ring and oillite flange bearings. The pivot plate shall be constructed of 7 ga. A-60 Galvanized sheet. The spacer shall be constructed of 2" Sch 40 pipe, and the swing ring shall be constructed of 1" pipe, formed and welded with plastic pipe plugs inserted in open ends. The hanger assembly shall consist of a hanger cover and side cover, both constructed of 7 ga. A-60 Galvanized sheet. For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe, formed. The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe, formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tots' Choice models which shall be 1" tube,) mashed on both ends. The enclosure assemblies shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts. Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The header, hanger, swing rings, end climber, and enclosure assemblies shall have a Mira-Cote finish.

- **THERAPEUTIC HANDRINGS** shall be an upper body and arm strengthening component that attaches between decks. Handring can be placed at 84" from finished surfacing for regular users, and 54" for ADA users. The handring beam shall consist of an end rail, bushing, and bushing housing. The end rail shall be constructed from 2" pipe and shall be 40-1/2" in length. The handring assembly shall contain a chain constructed of 5/16" proof coil, two "D" shackles, and a handring cast constructed of grade 60-40-18 ductile iron. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The handring cast shall be zinc plated.

- **TRY-RINGS** shall feature oversized stationary handholds. The try-ring header beam and end crossbars shall be constructed of 2" pipe (except Tots' Choice models which shall be header beams of 1-1/4" pipe and end crossbars of 1" pipe with stubs of 1" tube). The crossbar pipe caps shall be constructed of 16 ga. A-60 Galvanized sheet with stubs of 1" pipe. The rings shall be triangular, approximately 14-3/16"

from base to apex with a 22" grip, and constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), solid welded to the header. Crossbars with stubs shall measure 44" (except Tots' Choice models which measure 36-1/2"). The entire assembly shall be approximately 96" long, solid welded. For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe, formed and solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tots' Choice models which shall be 1" tube,) mashed on both ends. The enclosure assemblies shall be solid welded. Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The assemblies shall have a Mira-Cote finish.

- **SERPENT TREK** assemblies shall consist of a series of open-ended hangers attached to two rails. The hangers shall be constructed of 1" pipe. The hanger configuration shall measure approximately 10-3/4" along the side by 16" along the grip. The hangers shall be evenly spaced starting approximately 9" from either crossbar on the 8' model. The rails shall be constructed of 2" pipe and bent to form a series of serpentine rises and dips along the rail. The crossbars shall also be constructed of 2" pipe. The assembly shall be solid welded. Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The serpent trek assemblies shall have a Mira-Cote finish. For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe, formed. The assembly shall be solid welded, finished in Mira-Cote.

• BRIDGES & RAMPS

- **HONEYCOMB BRIDGE** shall be a dynamic, flexible bridge assembly spanning 8' between decks of equal height with open handrails. The bridge assembly shall comprise Honeycomb segments constructed of Rockite, connected by rungs constructed of 1" pipe with plastic pipe plugs or threaded aluminum inserts factory-installed. Handrails shall be constructed of formed 1" pipe with spokes of 3/4" x 1" oval tube solid welded. Deck-climber brackets shall each comprise angle measuring approximately 3" x 3" x 30-3/4" constructed of 7 ga. steel sheet with ends of the same material solid welded. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The rungs, handrails, collars, and clamps shall be finished in Mira-Cote. The brackets shall be finished in Mira-Therm. The Honeycomb segments shall have color molded in.

- **TOTS' CHOICE MIRA-THERM II SUSPENSION BRIDGES** shall be used as a walkway spanning 6' between deck systems and shall be enclosed by spoked or open handrails. Bridge sections and fill blocks shall be of solid welded construction. The bridge sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides with 3/16" x 1-1/2" flat braces. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Sections shall measure 10-1/2" by 40". Fill blocks shall be constructed as bridge sections and shall measure 5" by 40". The spoked handrail assemblies shall each consist of a top and bottom rail, end uprights with stubs, and infill uprights, all to be constructed of 1" tube, solid welded. The open

handrail assemblies shall each consist of a top and bottom rail, end uprights with stubs, and a spoke upright, all to be constructed of 1" tube, solid welded. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The bridge sections and fill blocks shall have a Mira-Therm finish. The bridge handholds and clamps shall be finished in Mira-Cote.

- **TOTS' CHOICE MIRA-THERM II INCLINED RAMPS FOR TURNAROUND DECKS** shall be 12' long with a 1' rise and shall be enclosed on each side by spoked or open handrails. These models shall be designed to facilitate users traversing from ground to a turnaround deck, from a turnaround deck up to a standard deck, or from a turnaround deck up to another turnaround deck. Each 3' x 6' ramp section shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 3" tall walls and shall be supported by solid welded braces of 1/4" x 1-1/2" flat. Spoked handrails shall comprise top rails, bottom rails and ramp stubs constructed of 1" pipe, with infill uprights of 1" tube, all solid welded. Open ends of ramp stubs shall contain factory-installed plastic pipe plugs. Open handrails shall comprise top, middle and bottom rails and ramp stubs of 1" pipe, with center support upright of 1" tube, all solid welded. Open ends of ramp stubs shall contain factory-installed plastic pipe plugs. The ramp legs shall be die-formed 1-1/2" tube. Model # 718-920-629 and # 718-920-659 each shall include clamp stubs constructed of 1" pipe containing 3/8" aluminum inserts, a ramp support (ground support bolting plate) comprising a 41" rung of 1" pipe and a welded bolting plate of 7 ga. G-90 galvanized sheet, and two end posts of 3-1/2" tube or 3-1/2" aluminum tube with 3-1/2" round end caps mechanically fastened to their top ends. The assemblies shall contain Fastener Style A hardware and may contain Versalok Fasteners. The handrails, clamps, ramp support, stubs, posts, and ramp legs shall be finished in Mira-Cote. The ramp sections shall be finished in Mira-Therm.

- **TOTS' CHOICE MIRA-THERM II RAMPS AND ARCHED BRIDGES** shall include level ramps and arched bridges spanning 6' between decks, 90 degree level ramps, and 12' long inclined ramps with 1' rise (models between decks and from ground to deck), all enclosed by either spoked or open handrails. Ground-to-deck models shall contain steel or aluminum end posts as well. The level ramps and arched bridges shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 3" tall walls and shall be supported by braces of 3/16" x 1-1/2" flat, solid welded. The spoked handrail assemblies for level ramps and arched bridges shall each consist of a top and bottom rail and uprights, all constructed of 1" tube, all solid welded. The end uprights shall be formed, mashed on one end and drilled for field attachment to ramp or bridge. The open handrail assemblies for level ramps and arched bridges shall each consist of a top and bottom rail, end uprights and a single vertical spoke, all constructed of 1" tube, all solid welded. Bottom ends of uprights shall be mashed and drilled for field attachment to ramp or bridge. The spoked handrail assemblies for inclined ramps shall consist of a top and bottom rail, uprights, and stubs for attachment to ramp assembly and posts, all solid welded. The top and bottom rails and stubs shall be constructed of 1" pipe. The upright infill shall be constructed of 1" tube. Open ends of ramp stubs shall have plastic pipe plugs factory-installed. The open

handrail assemblies for inclined ramps shall consist of a top, bottom and middle rail and stubs for post attachment, solid **welded**, constructed of 1" pipe. The **welded** stubs for ramp attachment shall be 1" tube with **plastic pipe plugs** closing ends. End posts shall be 3-1/2" tube or 3-1/2" aluminum tube measuring 70" with 3-1/2" round end caps mechanically fastened to top ends. Ramp legs for inclined ramps shall measure 59" and shall be constructed of die-formed 1-1/2" tube. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The handrails, posts, legs, and clamps shall have a **Mira-Cote** finish. The ramps and bridges shall have a **Mira-Therm** finish.

- **TOTS' CHOICE EXPANSION MIRA-THERM II RAMPS AND ARCHED BRIDGES** shall include a 4' level ramp, with spoked enclosures, between decks and arched bridges, with spoked enclosures, spanning 4' and 12' long. Arched bridges meet 1:12 slope guidelines. The ramp and arched bridge sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Braces shall be 1/4" x 1-1/2" flat. The entire assembly shall be solid **welded**. Each handrail assembly shall consist of a top and bottom rail and spoked upright infill. The top and bottom rails shall be constructed of 1" pipe; the uprights shall be 1" tube. The assemblies shall be solid **welded**. End uprights (and middle uprights for Model # 704-970-129) shall have mashed and drilled bottom ends for field attachment to ramp or bridge assemblies. **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. The enclosures and **Versalok Fasteners** shall be finished in **Mira-Cote**. The ramp and bridge sections shall be coated in **Mira-Therm**.

- **MIRA-THERM II 90 DEGREE LEVEL RAMP** assemblies shall be horizontal walkways between adjacent deck systems set at right angles to each other. Spoked or open handrails shall enclose the ramps on both sides. Model # 714-856-L9A shall feature an arch enclosure in the center of its spoked outer enclosure for attachment of a climber. The PVC ramps shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The deck frame shall be constructed by folding edges to form 3" tall walls and shall be supported by solid **welded** braces of 1/4" x 1-1/2" flat. The spoked handrail assemblies shall consist of a top and bottom rail and uprights. The top and bottom rails shall be constructed of 1" pipe with infill uprights of 3/4" x 1" oval tube. The assembly shall contain end uprights and a single stub (on the outer enclosure's bottom rail) of 1" pipe with mashed ends for field attachment to the ramp. The entire assembly shall be solid **welded**. The arch enclosure shall comprise top supports, an extension tube and arched upright, all constructed of 1" pipe, **welded** in the center of an outer spoked enclosure (described above). The arched upright shall be formed, mashed and punched. The open handrail assemblies shall consist of top, bottom, and middle rails and uprights of 1" pipe. The uprights shall have mashed ends for field attachment to the ramp. The entire assembly shall be solid **welded**. The assembly shall include **Versalok Fasteners** and **Fastener Style A** hardware. The handrail assemblies and clamps shall be finished in **Mira-Cote**. The ramps shall have a **Mira-Therm** finish.

- **BONGO SUSPENSION BRIDGE** shall be a dynamic activity spanning 8' between 3' decks only (sold separately.) It shall contain four sets of two

connected, hex-shaped stepping pods suspended between chains, and two handrails with uprights. Each of the four bridge assemblies shall comprise two pod steps of **Rockite** containing a honeycomb-textured, hex-shaped top surface measuring approximately 16" diameter and 12" high. Two pods shall be fastened together in each section by field insertion of two rungs constructed of 1" pipe containing factory-installed threaded aluminum inserts. Spacers 1-1/2" in height shall be constructed of 1-1/2" tube. Rectangular bearing plates shall be constructed of 6061-T6511 aluminum. The assembly shall utilize two lengths of 7/0 straight link coil chains for holding bridge assemblies together and to the deck via steel clevises and **welded** 1/4" steel brackets containing 7/16" oil-impregnated bushings. The handrail assemblies shall consist of a top and bottom rail, end uprights and spoke infill. Top and bottom rails shall be 1" pipe and uprights and infill shall 3/4" x 1" oval tube, all solid **welded**. Hardware shall be **Fastener Style A** and **Versalok Fasteners** shall be **aluminum alloy**. Bridge enclosures, brackets, spacers and clamps shall have a **Mira-Cote** finish. The chains shall have a **Mira-Therm** finish. The bearing plates shall have a black anodized finish. The **Rockite** steps shall have color molded in.

- **MIRA-THERM II RAMPS AND ARCHED BRIDGES** shall include level and inclined ramps and arched bridges between decks with open and spoked handrails and shall be designed as a means for traveling from one deck to another. The ramps shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges folded to form 3" tall walls, and braces of 1/4" x 1-1/2" flat, all solid **welded**. The arched bridge frame shall be 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges folded to form 3" tall walls. Flat braces of 7 ga. steel shall measure 1/4" x 1-1/2". The entire assembly shall be solid **welded**. Each spoked handrail assembly shall consist of a top and bottom rail and uprights. The top and bottom rails and stubs shall be constructed of 1" pipe. The uprights shall be constructed of 3/4" x 1" oval tube. Handrail assemblies for Model # 714-704-9 and # 714-856-9 shall have bolting tabs on the bottom rail constructed of 7 ga. **G-90 galvanized** sheet. The entire assembly shall be solid **welded**. The assembly shall measure approximately 94-1/4" in length. Each open handrail assembly shall consist of a top, bottom, and middle rail constructed of 1" pipe. The top and bottom rails shall be joined at the ends by sleeves constructed of 1" tube. The middle rail shall be **welded** to the top rail. Handrail assemblies for Model # 714-704-59 and # 714-856-59 shall have bolting tabs on the bottom rail constructed 7 ga. **G-90 galvanized** sheet. The entire assembly shall be solid **welded**. The assembly shall measure approximately 94-1/4" in length. The stubs to be placed in the **Versalok Fasteners'** sockets shall be constructed of 1" pipe and shall contain 3/8" aluminum inserts. TCX stubs shall be constructed of 1.315" pipe and contain 3/8" aluminum inserts. All hardware shall be **Fastener Style A**. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. The enclosures, posts, bolting plate, and clamps shall have a **Mira-Cote** finish. The ramps and bridge shall have a **Mira-Therm** finish.

- **MIRA-THERM II BURMA BRIDGES** shall be "V"-shaped bridge assemblies spanning 8' and 12' between decks of equal height. Children shall walk across a narrow platform, enclosed on each side, while grasping handrails set farther apart. The bridge section

shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges folded to form 3" tall walls, solid **welded** to braces of 1/4" x 1-1/4" flat. The bridge assembly for Model # 714-723-9 shall be 1'-1/2" x 8'. Model # 714-723-129 shall contain two bridge sections each measuring 1'-1/2" x 6'. Top and bottom rails of handrails shall be constructed of 1" pipe with spoked infill of 3/4" x 1" oval tube and 3/8" aluminum inserts in top rail ends. The handrails shall be solid **welded** and shall have **plastic pipe plugs** inserted in open ends. The deck enclosures shall consist of a top and bottom rail and vertical support of 1" pipe with infill of 1" tube, all solid **welded**. The assembly shall contain **Fastener Style A** hardware and **Versalok Fasteners**. Bridge sections shall be finished in **Mira-Therm**. Handrails, deck enclosures, and clamps shall be finished in **Mira-Cote**.

- **MIRA-THERM II WIDE BURMA BRIDGES** shall provide a means of traversing from one deck to another of equal height. The 8' model (714-723-W9) shall comprise one bridge section, spoked handrails and clamps, the 4' model (714-723-4W9) shall comprise one bridge section, spoked handrails, and clamps, and the 12' model (714-723-12W9) shall comprise two bridge sections, spoked handrails and clamps. The 7'-10 1/2" model (704-723-W9) shall comprise one bridge section, spoked handrails and clamps. The 11'-10 1/2" model (704-723-12W9) shall comprise two bridge sections, spoked handrails, and clamps. Each bridge section, measuring approximately 22" wide by 6' or 8', shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The ramp frame shall be constructed by folding edges to form 3" tall walls and shall be supported by solid **welded** braces of 3/16" x 2" flat. Each handrail assembly shall be constructed of top and bottom rails with spoked infill, bolting tabs, and curved end rails with spokes, all solid **welded**. The bolting tabs shall be constructed of 7 ga. **A-60 Galvannealed** sheet. The top and bottom rails for Model #s 714-723-W9 and 714-723-12W9 shall be constructed of 1" pipe with spokes of 3/4" x 1" oval tube and endrails of 1" tube. The top and bottom rails for Model #s 704-723-W9 and 704-723-12W9 shall be constructed of 1" pipe with spokes and endrails of 1" tube. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The bridge sections shall be finished in **Mira-Therm**. The handrails and clamps shall be finished in **Mira-Cote**.

- **MIRA-THERM II SUSPENSION BRIDGE** shall be dynamic assemblies designed to permit users to travel between deck systems, and shall contain spoked handrails, open handrails, or a rail-and-chain enclosure assembly. The enclosure assembly for Model # 714-855-9 shall consist of a top and bottom rail, end uprights, and spoke uprights. The enclosure assembly for Model # 714-855-19 shall consist of a top and bottom rail and spoke uprights only. Top and bottom rails shall be constructed of 1" pipe. The uprights shall be constructed of 1" tube. Both entire assemblies shall be solid **welded**. The enclosure assembly for Model # 714-855-110-9 shall each comprise a top and bottom rail and spoke uprights, all solid **welded**. The top and bottom rails shall be constructed of 1-1/4" tube, while the spoke uprights shall be constructed of 3/4" x 1" oval tube. The enclosure for Model # 714-855-PVC9 shall consist of a top rail constructed of 1-1/4" pipe with stubs of 1" pipe, and a chain assembly. The top rail shall have a "U"-shaped loop of 5/16" rod steel **welded** near each end from which to hang the chain assembly, and 1-1/4" plastic pipe plugs in the open

ends. The top chain of the chain assembly shall be **3/8" proof coil chain**. The upright chains shall be constructed of **4/0 straight link coil chain**. The chain shall be hung by means of **5/16" "S"-hooks** constructed of steel rod. Bridge sections and fill blocks shall be **welded**. The bridge sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides with 3/16" x 1-1/2" flat steel braces. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Sections shall measure 10-1/2" x 40". Fill blocks shall be constructed as bridge sections and shall measure 4" x 40". The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The bridge sections and fill blocks shall have a **Mira-Therm** finish. The enclosure assemblies, rails, and clamps shall have a **Mira-Cote** finish. The chain assembly and "S"-hooks shall be zinc plated.

- **MIRA-THERM II ATA TURNAROUND DECKS** shall be ADA-compliant square midlanding ramp decks featuring open or spoked wall enclosures, with two openings for component or bridge/ramp attachment. Each deck may be attached to up to four ramps. The posts shall be **3-1/2" tube** or **3-1/2" aluminum tube** with **3-1/2" round end caps** mechanically fastened to the top ends. An assembled deck shall have a top surface area of 26 sq. ft. (3744 sq. in.), or 62-1/2" x 62-1/2" after PVC coating. The deck shall consist of two identical triangle halves connected together in the field sharing the long side of each. The deck halves shall be constructed of 11 ga. steel sheet decking, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges folded to form 3" tall walls, **solid welded** to 1/4" x 1-1/2" flat sheet braces. The deck enclosures, designed to facilitate bridge or ramp attachment to deck system, shall be constructed of **1" pipe**, drilled, formed and mashed, **solid welded**. The spoked wall shall consist of a top rail constructed of **1" pipe** and a bottom rail and infill uprights constructed of **1" tube**. The open wall shall consist of a top rail of **1" pipe** and bottom and middle horizontal rails constructed of **1" tube** connecting two vertical uprights, also constructed of **1" tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosures, walls, posts, and clamps shall have a **Mira-Cote** finish. The deck halves shall have a **Mira-Therm** finish.

- **MIRA-THERM II 8' GROUND-TO-DECK RAMP** shall be ADA-compliant inclined (1:16) ramps with 6" rise used as an entrance to or exit from deck systems, and shall include either spoked or open handrails and either steel or aluminum posts. The ramps shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be **solid welded** prior to PVC coating. Spoked handrail assemblies shall consist of a top and bottom rail and uprights. The top and bottom rails and stubs shall be constructed of **1" pipe**. The uprights shall be constructed of **3/4" x 1" oval tube**. The entire assembly shall be **solid welded**. The assembly shall measure approximately 94-1/4" in length. Open handrail assemblies shall consist of top, bottom, and middle rails constructed of **1" pipe**. The top and bottom rails shall be joined at the ends by sleeves of **1" tube**. The middle rail shall be **welded** to the top rail. The entire assembly shall be **solid welded**. The assembly shall measure approximately 94-1/4" in length. The handrail stubs to be placed in the **Versalok Fasteners** sockets shall be constructed of **1" pipe** with 3/8" aluminum inserts. TCX Handrail stubs to be

placed in the bar sockets shall be constructed of 1.315" pipe with 3/8" aluminum inserts. End posts for Model # 714-705-9 and # 714-705-59 shall be constructed of **5" tube, 11 ga.** End posts for Model # 714-705-29 and # 714-705-529 shall be constructed of **5" aluminum tube**. End posts for Model # 714-705-93 and # 714-705-593 shall be constructed of **5" tube**. Each post shall have a **5" round end cap** pressed into its top end and shall measure 76" before end cap. The ground support bolting plate shall consist of a 41" rung of **1" pipe** and a bolting plate constructed of 7 ga. **G-90 galvanized sheet solid welded**. The ramp assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The handrail assemblies, posts, ground support bolting plate, and clamps shall have a **Mira-Cote** finish. The ramps shall have a **Mira-Therm** finish.

- **MIRA-THERM II 12' GROUND-TO-DECK RAMP** assemblies shall be 1:12 inclined ramps from ground level to a 1' high deck system. Each model shall contain either open or spoked handrails and either steel or aluminum end posts. The 3' x 6" ramp sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be **solid welded** prior to PVC coating. The spoked handrail assemblies shall each consist of a top and bottom rail, uprights, and leg extension stubs. The top and bottom rails shall be constructed of **1" pipe**. The uprights shall be **3/4" x 1" oval tube** and stubs shall be **1" tube**. The entire assembly shall be **solid welded**. Stubs shall have in their open ends **plastic pipe plugs**. The open handrail assemblies shall each consist of a top, bottom, and middle rail constructed of **1" pipe**. The leg extension stubs shall be **1" tube** with **plastic pipe plugs** inserted in open ends. The middle rail shall be **welded** to the top rail. The entire assembly shall be **solid welded**. Posts for Model # 714-920-9 and # 714-920-59 shall be constructed of **5" tube, 11 ga.** Posts for Model # 714-920-93 and # 714-920-593 shall be constructed of **5" tube**. Posts for Model # 714-920-29 and # 714-920-259 shall be constructed of **5" aluminum tube**. Each post shall have a **5" round end cap** pressed into its top end. Each post shall measure 76" before end cap. The ramp support shall consist of a 41" rung of **1" pipe** and a bolting plate constructed of 7 ga. **G-90 galvanized sheet solid welded**. Ramp legs shall measure 59" and shall be constructed of die-formed **1-1/2" tube**. The ramp assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The handrails, posts, stubs, legs, and clamps shall have a **Mira-Cote** finish. The ramps shall have a **Mira-Therm** finish.

- **ADA RAMP EXTENSION** (Mira-Therm II) shall be designed to provide a smooth transition from ramp to finished grade on any ground-to-deck ADA ramp assembly. Model # 714-920E and Model # 718-920E shall be constructed of 11 ga. sheet perforated with a staggered pattern of 3/8" round holes with tapered edges. The extension shall be 47-15/16" wide at its low end, 46-5/8" wide at its ramp end, and 36" wide at its apex of 3-1/8". The ramp extension shall contain a brace of 1/4" flat with tabs of 1/4" x 2" flat for field attachment of leg. The entire assembly shall be **solid welded**. The leg shall comprise an upright of **2" pipe** **solid welded** to a support channel of 11 ga. **A-60 Galvannealed** in a "T" configuration. All hardware shall be **Fastener Style A**. The ramp extension shall be finished in **Mira-Therm**. The leg shall have a **Mira-Cote** finish. Model # 714-920A, # 704-920A and Model # 718-920A shall be constructed of 7 ga. sheet.

The extension plate shall be 12" wide by 35-3/4" long. The entire assembly shall be **solid welded**. The extension plate shall be PVC coated.

• CRAWL TUBES & CUBES

- **STEEL-VUE CRAWL TUBE** models shall be plastic-coated steel crawl tubes with view holes to provide children a fun and challenging means of traveling between decks of equal height. The 30" inner diameter tubes shall be constructed of 14 ga. steel with rows of 1" diameter round view holes arranged in a staggered pattern 2-1/4" apart center-to-center on opposite sides (and a drain hole in tube bottom). The tube joints shall be externally flanged and overlapping, with 1-1/2" wide flanges constructed of 7 ga. HR **solid welded** to the tubes. The bedway shall have no exposed internal fasteners. The entry sections shall be constructed of double-wall **Rockite** with a 15" centerline radius and shall measure 47" x 38". The wall thickness shall be approximately 1/4". The entry panel rungs shall be constructed of **1" pipe** measuring 41-1/2". Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The entry panel rungs and clamps shall have a **Mira-Cote** finish. **Rockite** entry panels shall have color molded in. The steel crawl tubes shall have a polyethylene coating.

- **ROCKITE CRAWL TUBE, STRAIGHT** shall be available with a 24" or 30" inner diameter. The 24" I.D. models shall have 4" diameter view/grip holes, and shall be available in approximate lengths of 3', 4', 6' and 8'. The 30" I.D. models shall have 4" diameter view/grip holes, and shall be available in approximate 4' and 8' lengths. The wall thickness shall be approximately 1/4". Each end shall have a 1" wide flange. The panels shall be **Rockite**. The wall thickness shall be approximately 1/4". The tubes and panels shall be factory assembled. The rungs shall be **1" pipe (except Tots' Choice models which shall be 1" tube)**. The leg shall be die-formed **1-1/4" pipe, 10 ga.** Leg brackets shall be constructed of sand cast **aluminum alloy**. **Rockite** tubes and panels shall have color molded in. Leg, leg bracket, and rungs shall have a **Mira-Cote** finish.

- **"S" OR "L" ROCKITE CRAWL TUBE** in lengths of 4', 8', and 12', shall be constructed of **Rockite** and have sections measuring 46" long (*except Tots' Choice models which shall measure 31" long*) with an inside diameter option of 24" or 30", with 4" diameter view/grip holes. The wall thickness shall be approximately 1/4". Each end shall have a 1" wide flange. The 90 degree elbow shall be **Rockite**. The centerline radius of the 90 degree elbow shall be 34" for 24" I.D. models and 22" for 30" I.D. models. All other dimensions shall be similar to the tube above. The panels shall be **Rockite**. The wall thickness shall be approximately 1/4". The rungs shall be **1" pipe**. The leg brackets shall be constructed of sand cast **aluminum alloy**. The leg shall be die-formed **1-1/4" pipe, 10 ga.** **Rockite** tubes and panels shall have color molded in. The leg and leg bracket shall have a **Mira-Cote** finish.

- **30" I.D. ROCKITE CRAWL TUBES** shall contain viewing holes and shall be designed to provide children a fun and challenging means of traversing from one deck to another. All pieces of the crawl tube assembly shall be constructed of **Rockite** with a 30" inner diameter. Elbows shall have a 22" centerline radius. Tube-to-tube connections shall have a **Rockite** flange cover. The bedway shall have no exposed internal fasteners. The tube joints shall be externally flanged

and overlapping, with a 1" wide flange. The entry panels shall be **Rockite** and shall measure 47" x 38". The wall thickness shall be approximately 1/4". Support legs shall be die-formed of 1-1/4" pipe. The panel rungs shall be constructed of 1" pipe and shall measure 41". Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel rungs, support legs, and clamps shall have a **Mira-Cote** finish. **Rockite** tubes, panels and flange covers shall have color molded in.

- **CRAWL TUBE ADAPTOR KIT** shall comprise mounting brackets and fasteners to convert deck-mounting Crawl Tubes for below deck or freestanding installation. Crawl Tubes and Posts must be ordered separately. Support assemblies each shall be constructed of a 37" rung of 1" tube with two bolting brackets of 11 ga. G-60 galvanized containing punched slots solid welded to it. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The supports and clamps shall have a **Mira-Cote** finish.

• ACTIVITY PANELS

- **SHIP-THEMED PANELS** shall be deck-mounting representational activity panels designed to enhance imagination and creative play. The panels shall be constructed of **Mira-Lene** with all corners rounded, measuring 36-1/2" x 40". The cannonball panels shall contain a vacuum-formed, clear polycarbonate bubble 12" in diameter (14-1/2" with flange) mechanically fastened to the panel. The cabin window panels shall contain a clear polycarbonate window mechanically fastened to the panel. The rung brackets for Kids' Choice models shall be constructed of 1" pipe with bolting tabs of 11 ga. A-60 Galvanized sheet, all solid welded. The rung brackets for Tots' Choice models shall be constructed of 1" tube with bolting tabs of 11 ga. A-60 Galvanized sheet, all solid welded. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panels shall have molded-in color. Each panel assembly shall have a two-color scheme with routered nautical designs. The rung brackets and clamps shall have a **Mira-Cote** finish.

- **TOT TABLE AND ENTRY PARTITION PANEL** models shall be constructed of formed and drilled **Mira-Lene** and designed for freestanding or below deck installation, recommended for installation with # 714-715-7B Rest Stop Panels, though not required. The tabletop shall be a small, freestanding table designed for in-ground installation between seat panels, providing children an elevated surface for imaginative play. The entry partition panel shall comprise a pair of narrow panels with enclosures that define an entry way and play space. The table top shall measure 20" x 24" x 3/4". The leg shall be constructed of 2-3/8" tube with a 7 ga. steel sheet mounting bracket solid welded. Each panel in the entry partition panel set shall have threaded aluminum inserts factory installed. The enclosure shall be constructed of a 1" pipe upright solid welded to a stub of the same material and a mounting plate of 11 ga. steel sheet A-60 Galvanized. Each assembly shall contain **Fastener Style A** hardware.

- **CYLINDER PANELS** shall contain nine cylinders in rows and columns of three which spin independently of one another. Each cylinder shall contain two molded-in graphic images on opposite sides which may be aligned with other cylinders to complete a larger image, a series, a word, or an academic exercise. Kids'

Choice models shall include enclosures. The panel shall be constructed of **Rockite** with all corners rounded and shall have cylinder assemblies factory-installed using tamper-proof hardware. The panel assemblies for the Tots' Choice above-deck models shall contain three mounting tabs of 11 ga. A-60 Galvanized welded to the assembly for field attachment to decks. Each cylinder shall be constructed of **Rockite** with molded-in graphics on two "sides." Cylinder axles shall be constructed of 1" pipe. Enclosures for Kids' Choice models shall each consist of a vertical upright and horizontal stubs of 1" pipe solid welded, drilled and formed. All **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. All hardware shall be **Fastener Style A**. The **Rockite** panel and cylinders shall have color molded in. The **Versalok Fasteners**, enclosures and panel tabs shall have a **Mira-Cote** finish.

- **ROCKITE BENCH PANEL** shall permit users to sit for rest, play, or group activities. Models may be installed so that the bench seat will face either the area beneath the deck or the area outside the deck system, as well as in freestanding individual or clustered arrangements. The panel shall contain view grooves for watching children at play. The bench panel shall be constructed of **Rockite** measuring 36" high by 40" wide by 2-1/2" thick (approximately 20" to peak) with all corners rounded, containing rotomolded flanges for field attachment of support rungs. One side of panel shall contain a 14" deep seat. Rungs shall be 1" pipe approximately 41" long. All **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. All hardware shall be **Fastener Style A**. The rungs and clamps shall have a **Mira-Cote** finish. The panel shall have color molded in.

- **ROCKITE BUBBLE PANEL/ROCKITE PANEL WITH HOLE/VIEW GROOVE PANEL/30 DEGREE LOOK-OUT PANEL** shall be constructed of **Rockite** with all corners rounded. The 30 degree Look-Out panel shall have a molded in 30 degree extension. The enclosure shall consist of uprights and support bars, all constructed of 1" pipe, drilled and formed (except Tots' Choice models which shall have an enclosure consisting of a top rail of 1" tube with two tabs and two brackets of 11 ga. galvanized sheet, solid welded). The bubble shall be vacuum formed from clear polycarbonate sheet. The spherical bubble shall measure 24" in diameter and shall be attached to the panel in the factory using tamper proof screws and flat washers. The view groove panel shall have six 2" view slots evenly spaced at 5-1/4" with slant of 20 degrees from vertical. Horizontal rungs shall have a **Mira-Cote** finish. **Rockite** panels shall have color molded in.

- **WALL ENCLOSURE/WALL WITH STEERING WHEEL/CLOSURES/HANDHOLD FOR TRANSFER POINT/TREEHOUSE SEAT** shall be barrier assemblies. The handhold for transfer point shall be used as a support rail to assist wheelchair user access on a 1'-6" transfer point deck. The wall enclosure and transfer point handhold supports shall consist of a welded assembly handrail system with a top and bottom rail constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), solid welded. The mounting bracket shall be 11 ga. A-60 Galvanized sheet steel, welded to the wall enclosure. The steering wheel on vehicle-themed panels shall be constructed of a high-density blow molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive

package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. The Treehouse Wall with Seat shall comprise a top and bottom rail and end uprights constructed of 1" pipe and spoked infill of 3/4" x 1" oval tube and a seat assembly, all solid welded. The seat assembly shall comprise a frame of 1" pipe with bolting brackets of 3/16" x 1-1/4" HR flat and a factory-assembled 19" wide seat constructed of 11 ga. sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The seat surface shall be approximately 14" from the deck, if applicable. The enclosure rungs, uprights, handhold for transfer point, enclosure with seat assembly, steering wheel, and steering wheel mounting bracket shall have a **Mira-Cote** finish. The seat shall be finished in **Mira-Therm**. The steering wheel shall have molded in color.

- **WIRE MESH ENCLOSURE/RECYCLED PLASTIC ENCLOSURE** shall serve as barriers on any open side of decks. The wire mesh enclosure supports shall consist of a solid welded handrail assembly with top, side and bottom rails constructed of 1" pipe (except Tots' Choice model which shall be 1" tube.) Wire mesh shall be 7 ga. resistance welded at each intersection. The recycled plastic enclosure shall consist of top and bottom support rails of 1" pipe and uprights of 3-1/2" x 2-1/2" recycled plastic timbers. Fastening hardware shall be **Fastener Style A** and **Versalok Fasteners** shall be constructed of aluminum alloy. The enclosure assemblies, clamps and wire mesh shall have a **Mira-Cote** finish. The recycled plastic timbers shall have color molded in.

- **CLOCK PANEL** shall be constructed of **Rockite** and shall be completely assembled at the factory. The clock panel face and clear cover shall be constructed of clear polycarbonate sheet. The clock face shall be silk-screened with a white face and black numbers. The rungs shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube). The rungs shall have a **Mira-Cote** finish. The panels shall have molded in color.

- **CHIME PANEL** shall contain a manually-activated tonal scale, bringing an acoustic experience to the playsystem. The panel shall be constructed of **Rockite** with all corners rounded, measuring 37-15/16" tall by 36" wide with a peaked top. The panel insert shall contain eight chime tubes of 1-7/16" O.D. 6063-T6 aluminum suspended on a 1/4" 304 stainless steel rod between 48" diameter by 3/4" thick sheets of high-density polyethylene (routed with the tonal value each chime represents) with rectangular openings for access to the chimes. Spacers, fillers and covers shall be constructed of laminated sheet HDPE, and the striker shall be 3/4" thick by 16-1/2" HDPE. Users activate the chimes by pushing them against the striker with their hands. Model # 714-975-3 and # 714-975-3B shall contain enclosures consisting of a vertical upright and horizontal stubs of 1" pipe solid welded, drilled and formed. Enclosure uprights ends for Model # 714-975-3B shall be closed by plastic pipe plugs. Model # 718-975-3 shall contain a 37-1/2" long top rail of 1" pipe and a mounting plate of drilled and formed 11 ga. A-60 Galvanized sheet. Model # 718-975-3B shall contain two horizontal rails of 1" pipe for field assembly to posts via clamps. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A**

hardware. The **Rockite** panel and HDPE inserts shall have color molded in. The enclosures, rails and clamps shall have a **Mira-Cote** finish. The mounting plate shall have a galvanized finish.

• **PANELS WITH WHEELS: FIRE**

TRUCK/AMBULANCE/BUS/POLICE shall be constructed of **Mira-Lam** measuring 36" x 38" with the corresponding vehicle image silk screened on the panel. Brackets shall be constructed of 1" pipe and 11 ga. **A-60 Galvannealed** sheet (except *Tots' Choice models which shall be constructed of 1" tube and 11 ga. A-60 Galvannealed sheet*). The steering wheel on vehicle themed panels shall be constructed of a high-density blow molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. The steering wheels shall have color molded in. The panels shall be assembled at the factory.

• **WORD SPELLERS: 3-LETTERS/4-LETTERS/5-LETTERS** shall be constructed of **Mira-Lam** measuring 36" x 38" with sliding letters and pictures silk screened. Brackets shall be constructed of 1" pipe and 11 ga. **A-60 Galvannealed** sheet (except *Tots' Choice models which shall be constructed of 1" tube and 11 ga. A-60 Galvannealed sheet*). The panels shall be assembled at the factory. The brackets shall have a **Mira-Cote** finish.

• **PANELS WITH MIRRORS: CONVEX/FLAT** shall be constructed of **Rockite** measuring 36" x 38" x 2 1/2" with all corners rounded. The brackets shall be constructed of 1" pipe and 11 ga. **A-60 Galvannealed** sheet (except *Tots' Choice models which shall be constructed of 1" tube and 11 ga. A-60 Galvannealed sheet*). The mirrors shall be vacuum-formed from mirror polycarbonate sheet. The mirror shall measure 24" in diameter and shall be attached at the factory using tamper resistant screws and flat washers. The brackets shall have a **Mira-Cote** finish. All panels shall have molded in color.

• **FINGER MAZE PANELS: NUMBERS/MAZES/ALPHABET** shall be constructed of **Rockite** measuring 36" x 38" x 2-1/2" with all corners rounded. The brackets shall be constructed of 1" pipe and 11 ga. **A-60 Galvannealed** sheet (except *Tots' Choice models which shall be constructed of 1" tube and 11 ga. A-60 Galvannealed sheet*). The mazes shall be constructed of **Mira-Lene** with the corresponding design factory-routed. The maze shall measure 24" in diameter and shall be attached at the factory using tamper resistant screws and flat washers. The brackets shall have a **Mira-Cote** finish. All panels shall have molded in color.

• **MARBLE RACES PANEL/MOTOR SKILLS PANEL** shall be constructed of **Rockite** with all corners rounded. Kids' Choice models of the Marble Race Panel shall measure 36" x 38" x 8", and the Kids' Choice models of the Motor Skills Panel shall measure 36" x 38" x 2-1/2". The Tots' Choice models all shall measure 36" x 38" x 2-1/2". The Kids' Choice support enclosures shall be constructed of 1" pipe uprights and stubs, solid welded. The Tots' Choice support

enclosure shall be constructed of 1" tube with tabs of 11 ga. **A-60 Galvannealed** sheet, solid welded, and brackets of 11 ga. **A-60 Galvannealed** sheet, which shall be attached to the panel assembly at the factory using tamper resistant hardware. The routed inserts shall be constructed of **Mira-Lam** measuring 24" in diameter and shall be attached at the factory using tamper resistant screws and flat washers. The covers shall be constructed of clear polycarbonate. The support enclosures and brackets shall have a **Mira-Cote** finish. Panels shall have molded in color.

• **MAGIC BALL POPPER PANEL** shall contain a clear bubble on one side and on the other a clear sheet and steering wheel which shall turn an internal paddle and a quantity of multi-colored balls. The Magic Ball Popper Panel shall be constructed of **Rockite** measuring 36" x 38" x 15" with all corners rounded. One side shall contain a clear bubble as described above. The other side shall contain a window of clear polycarbonate sheet. Both shall be fastened to the panel at the factory using tamper-proof screws and flat washers. The window shall hold a steering wheel constructed of H.D.P.E. Black with mounting bracket of hot rolled steel strip, which shall drive a shaft of zinc coated cold finished steel round to be mounted to the bubble, facilitating turns of a paddle device of polyethylene inside the assembly. The paddle shall contain two 4" holes allowing for stirring, spinning, balancing and passage of 3" diameter polyurethane balls of several colors. All hardware shall be **Fastener Style A**. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. The panels shall have molded-in color. The enclosure uprights and **Versalok Fasteners** shall have a **Mira-Cote** finish.

• **VISION ADVENTURE PANEL AND SIGHT-N-SOUND PANEL** shall be constructed of **Rockite** with molded-in color. Each shall measure 36" x 38" x 6" with rounded corners. The enclosures shall consist of uprights and support bars, all constructed of 1" pipe, drilled and formed, and 11 ga. **A-60 Galvannealed** sheet. The Vision Adventure Panel shall contain a polycarbonate disc imprinted with silk-screened images. The Sight-N-Sound Panel shall contain sealed cylinders, which shall be constructed of clear polycarbonate, and which shall contain a variety of non-toxic substances. The enclosure shall have a **Mira-Cote** finish.

• **IMAGINATION PANELS** and Activity Panels shall be constructed of **Mira-Lene** and shall measure 36-1/2" x 40" with all corners rounded. The panels shall have routed designs, including themes of a space ship panel, general store counter, a barn wall panel, a barn door panel, a barn window panel, a bank teller window, a television front, a puppet stage, a window, a computer screen, a door, a park ranger, a fire truck, a police car, a train engine, a taxi cab, two airplanes (both containing two steering wheel assemblies, one also containing a clear polycarbonate window mechanically fastened to panel), a race car, an alphabet finger maze, an abstract finger maze, a calculator, a bus stop/bench, a rest stop/bench, jump height measurements for a 3' and 5' deck, a sign language alphabet, a Spanish-English translation, braille alphabet with riddles, a drum panel, welcome and age appropriate messages, interconnected gears, gear-driven pistons, and sliding tiles. Rung brackets shall be constructed of 1" pipe and 11 ga. **A-60 Galvannealed** tabs solid welded (except *Tots' Choice models which shall have brackets constructed of 1" tube and 11 ga. A-60 Galvannealed tabs solid welded*). The star brackets for the space ship panel

shall be constructed of 11 ga. **HRPO** steel and powder coat painted. The steering wheel(s) on vehicle themed panels shall be constructed of a high-density blow molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. The Piston panel and Gear panel each shall contain a clear polycarbonate cover mechanically fastened over sets of 1/4" thick gears (drive gears not covered by window). The gears shall be constructed of high-density polyethylene, which shall turn on nylon bushings, except for the black nylon handles and drive gears which shall turn on bronze bushings. The piston panel shall also contain connecting rod and piston shapes of 1/4" thick high-density polyethylene. The reverse side of both panels shall contain routed text and/or designs. The Sliding Tile panel shall contain 15 moveable, tongue-and-groove tiles with routed numerals to be constructed of 1/4" thick high-density polyethylene. The panels and steering wheel shall have molded in color with each panel assembly having a laminated, two-color scheme. Calypso drum panel shall contain 3 rotational molded drums of low density polyethylene resin. Each drum shall be attached to the panel through a cover plate constructed of 11 ga. galvanized steel sheet with a **Mira-Cote** finish. Each assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. Panels and steering wheels shall have color molded in, and rung brackets and clamps shall be finished in **Mira-Cote**.

• **STEEL PANELS** shall be durable above or below deck components designed to enhance imaginative play. All assemblies shall comprise 1" pipe, **Gator Grip** rungs and panels composed of 11 ga. sheet, laser cut. Above deck Ocean Play, Butterfly, Moon, Eagle Family, and Wildemess Flock shall measure 33-5/8" x 36". Above deck Window panel, Steel Steering Wheel panel and KC and TCX Tic Tac Toe Panel shall measure 41-1/6" x 41-1/2". Above Deck TC Tic Tac Toe Panel shall measure 40-11/16" in height and 37" in width. Below deck Window panel and Steel Steering Wheel panel shall measure 41-1/2" in width and 36-1/4" in length. Below deck Door panel shall measure 41-1/2" x 36-1/4" for KC and TCX, and 37" x 37-1/2" for TC. Below deck Counter panel shall measure 41-1/2" x 18-1/16" for KC and TCX, and 37" x 18-1/16" for TC. Below deck Valance shall measure 41-1/2" x 12-1/16" for KC and TCX, and 37" x 12-1/16" for TC. Below deck Tic Tac Toe Panel shall measure 37-5/16" in width and 36-1/4" in height for KC and TCX. Below deck Tic Tac Toe Panel for TC shall measure 37" in width and 37-1/2" in height. Steering wheel and knob for Steel Steering Wheel panel shall be constructed of aluminum. Tic Tac Toe Cylinders shall be constructed of cast aluminum with etched "x's" and "o's". Cylinders will attach to panel via an axle constructed of 1" OD x 14 ga. tube, A-60 with stainless steel hardware and plastic spacers. The assemblies shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rungs and panels shall have a **Mira-Cote** finish.

• **HOW TALL RU PANEL** shall be an easy, colorful way for kids to see how quickly they grow. Simple post mounted Panel is marked in both centimeters and feet. The panel shall be constructed of **Mira-Lene** with all corners rounded. Panel shall have routed

inches/feet and centimeters. Panel shall measure 39 7/8" x 8". Brackets shall be constructed of 11 ga. A-60 sheet. Each assembly shall contain **Fastener Style A** hardware. Panel and brackets shall have a **Mira-Cote** finish.

- **MATH MONSTER PANEL** shall feature an interactive ball game which users operate by turning knobs to raise and release enclosed steel balls into symmetrical obstacle patterns. The balls randomly drop, bounce and wind among pegs before reaching spinners to score points, then re-enter the lift mechanisms. There are two side-by-side games, each containing 10 balls. The panel also contains routed simple math equations and formulas, along with the term "The Math Monster" (in English) on its front side, and routed multiplication tables and the phrase "Learn Your Tables" (in English) on the other side. The panel assembly shall comprise two routed **Mira-Lene** panels and a clear polycarbonate cover, all measuring 36-1/2" x 40" with all corners rounded, fastened together to enclose various contents. Two black high density polyethylene gear handles mounted outside the cover shall turn on bronze flanged bushings to drive notched, non-reinforced, welded urethane belts (Hi-Ridge Top, Eagle Orange 85 Shore A Durometer; FDA compliant; temp range 20 to 130 degrees Fahrenheit) over two sets of slotted 5-1/2" diameter pulleys, designed to carry 1/2" steel balls and release them in routed channels. Four black high density polyethylene gear handles shall turn on bronze bushings and shall drive 1/4" thick polyethylene "spinner" gears inside the panel assembly. The **Tots' Choice** panel assembly shall contain a rung bracket of 1" O.D., 14 ga. fluted **round tube**, and the **Kids' Choice** panel assembly shall contain a rung bracket of 1" **pipe**, each with bolting tabs of 11 ga. **A-60 Galvannealed** sheet, all solid **welded**, for field mounting of panel to clamps. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel assembly shall have color molded in. The panel's game side shall feature a two-color scheme, and the panel's opposite side shall be a third, different color. The rung bracket and clamps shall be finished in **Mira-Cote**.

- **BIG TIMBER PANELS** shall resemble natural wood in color, form and texture, and shall contain molded-in graphics to enhance imaginative play. The panels shall be constructed of **Rockite** with all corners rounded. The **Sit N' See** Panel shall measure 38-7/8" wide by 54-1/4" high by 5" thick, with a seat on one side measuring 11 high (installed height, from deck surface) by 14" wide by 9-5/8" deep. The **Fence Post** Panel shall measure 38-13/16" wide by 42-7/8" high by 2-7/8" thick, and shall have view slots of 3" width maximum. The rung shall be constructed of 1" **pipe**. Below deck models shall contain a bottom support to be constructed of 1" **pipe** with a solid **welded** 11 ga. sheet steel mounting plate. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panels shall have molded-in color. The rung, bottom support, and clamps shall be finished in **Mira-Cote**.

- **CASTLE PANELS (KIDS' CHOICE)** shall have routed designs to simulate stone castle walls. All above-deck and below-deck castle panels shall be constructed of **Mira-Lene** measuring 37" x 40" with all corners rounded, except Model # 714-768-5 Turret Top panel, which shall measure 37" x 19". Bracket rungs shall be constructed of 1" **pipe** with either one or two tabs of 11 ga. **A-60 Galvannealed** sheet, drilled, formed and solid **welded**. Each assembly shall contain **Fastener Style A** hardware and **Versalok Fasteners**. The panels shall feature a two-color scheme, with color

molded in. The bracket rungs and clamps shall have a **Mira-Cote** finish.

- **HALF-PANELS** for below deck or freestanding installation shall feature two-color schemes, routed designs, and steering wheels, and when mounted at suggested heights, will permit wheelchair access. The **Roller Racer** models shall also feature an interactive ball game which users operate by turning a knob to raise and release enclosed balls into routed pathways (the balls then re-enter the lift mechanism). Half-panels shall be constructed of **Mira-Lene** with all corners rounded, measuring 36-1/2" x 15-1/2". Rung brackets shall be constructed of 1" **pipe** (except **Tots' Choice** models which shall be 1" **tube**) with tabs of 11 ga. **A-60 Galvannealed** sheet, solid **welded**. The **Roller Racer** models shall be constructed as above and shall also have a clear polycarbonate cover fastened to enclose various contents. A black high density polyethylene gear handle mounted outside the cover shall turn on a bronze bushing to drive a 1/4" thick polyethylene gear behind the cover, which shall carry 1/2" steel balls and release them in routed channels. The steering wheel shall be constructed of a high density polyethylene produced from high performance, U.V. stabilized rotational molding grade resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693 (b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance, and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. Each assembly shall contain **Fastener Style A** hardware and **Versalok Fasteners**. Half-panels and steering wheels shall have molded-in color. Rung brackets and clamps shall have a **Mira-Cote** finish.

- **POSTS AND CLAMPS FOR CUSTOM SIGNS** shall comprise two **Kids' Choice** posts and four **Versalok Fasteners** with bar sockets to be used for mounting custom-created signs. The posts shall be constructed of 5" **tube** with 5" **round end caps** mechanically fastened to the top ends. The sign rungs shall be constructed of 1" **pipe** with 1/4" flat tabs solid **welded**. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All hardware shall be **Fastener Style A**. The posts, end caps and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **FULL ENCLOSURE WITH SEAT** (or without) for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The enclosure shall comprise **welded** horizontal and vertical rungs and a seat assembly. The outer uprights, top, middle and bottom rungs and formed seat rails shall be constructed of 1" **pipe**. The outer uprights shall have mashed and punched bottom ends for field attachment to deck. The inner spokes shall be constructed of 3/4" x 1" **oval tube**. The seat rails shall have formed and punched bolting brackets of 3/16" x 1-1/4" HR flat. The 19" wide seat shall be constructed of formed 11 ga. sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. When enclosure is assembled to deck, the seat surface shall be approximately 14" from the deck surface. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assembly and clamps shall be finished in **Mira-Cote**. The seat shall be finished in **Mira-Therm**.

- **UPPER ENCLOSURE FOR TUBE SLIDE** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The tube slide shall not be included in this assembly. The enclosure shall comprise **welded** horizontal and vertical rungs. The outer uprights and top and bottom rungs shall be constructed of 1" **pipe**. The inner spokes shall be constructed of 3/4" x 1" **oval tube**. The bottom rung shall be formed to accommodate the shape of a tube slide assembly's entry panel. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assembly and clamps shall be finished in **Mira-Cote**.

- **UPPER ENCLOSURE WITH LOOK-OUT PANEL** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The Look-Out Panel shall feature a 30" angled canopy-type hood with a clear, convex "bubble" window. The panel shall be constructed of **Rockite** with all corners rounded. The hemispherical bubble shall be vacuum-formed from clear polycarbonate sheet with a 24" diameter and shall be attached to the panel at the factory using tamper-resistant fasteners. The panel enclosures shall be constructed of 1" **pipe** with **welded** horizontal stubs, swaged top end for field assembly to upper enclosure, and mashed and punched upright bottom ends for field attachment to deck. The upper enclosure shall comprise **welded** horizontal and vertical rungs. The outer uprights and top and bottom rails shall be constructed of 1" **pipe**. The inner spokes shall be constructed of 3/4" x 1" **oval tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assembly and clamps shall be finished in **Mira-Cote**. The panel shall have color molded in.

- **UPPER ENCLOSURE WITH FENCE POST PANEL** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The **Big Timber Adventure Series Fence Post Panel** shall resemble natural wood in color, form, texture and configuration. The panel shall be constructed of **Rockite** with all corners rounded and shall have view slots of 3" width maximum. A rung of 1" **pipe** shall be used in the field to assemble the panel to clamps on posts. The enclosure shall comprise **welded** horizontal and vertical rungs. The outer uprights and top and bottom rungs shall be constructed of 1" **pipe**. The inner spokes shall be constructed of 3/4" x 1" **oval tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assembly, rung and clamps shall be finished in **Mira-Cote**. The panel shall have color molded in.

- **FULL MIRA-LENE PANEL** (Jungle) and ("Spacecraft Miracle") for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The jungle-themed **Mira-Lene** panel, Model # 714-830-5, shall feature a steering wheel on its inner side and a 23" diameter window, a smaller hemispherical bubble, and wildlife-themed routed designs on its outer side. The spaceship-themed **Mira-Lene** panel, Model # 714-830-11, shall feature a 24" diameter bubble inset and thematic routed designs on its outer side. Each panel shall measure 36-1/2" wide by 75-1/2" high. Each panel shall be field assembled to clamps on posts with cast aluminum mounting brackets. The jungle-themed panel's window shall be constructed of 24" diameter, clear polycarbonate sheet, fastened to the panel at the factory using tamper-

resistant fasteners. The bubbles (small and large) shall be constructed of vacuum-formed, clear polycarbonate, fastened to the panel at the factory using tamper-resistant fasteners. The jungle-themed panel's steering wheel shall be constructed of high density polyethylene produced from high performance, U.V. stabilized rotational molding grade resins with a comprehensive additive package. These resins are tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693 (b), D-638, D-790, and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The mounting brackets and clamps shall be finished in **Mira-Cote**. The panel shall have color molded in.

- **ENCLOSURE (SPACECRAFT COMMAND MODULE)** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The framework shall contain top, bottom and formed side rungs of 1" pipe solid welded and a formed rail of 1" tube welded to the top rail. **Mira-Lene** panels fastened to the frame shall contain polycarbonate windows (with smoked and/or colored/translucent finishes) mechanically fastened, two sets of six black steel handles mechanically fastened, and thematic images and text routed, silk-screened and/or routed with poured plastic infill. The angled seat panel shall be constructed of 7 ga. sheet perforated in a staggered pattern of 3/8" holes at 5/8" apart center-to-center, mechanically fastened to the frame. A rung of 1" pipe with ends capped by plastic pipe plugs shall be field assembled to the frame on the deck-side of posts as an additional safety measure.

- **VIEW EXTENSION CAGE ENCLOSURE AND PANELS** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'), using Custom Panel, Liquid Rocket Fuel Panel, and/or Crawl Tube Panels with Crawl Tube. The framework enclosure shall contain top, bottom and formed side rungs of 1" pipe, a formed rail of 1" tube welded to its top, and formed vertical rung infill of 1" tube solid welded. A rung of 1" pipe with ends capped by plastic pipe plugs shall be field assembled to the frame on the deck-side of posts as an additional safety measure. **Mira-Lene** Custom Panel and Rocket Fuel Panel shall comprise an upper and a lower panel; upper panel measuring 26" x 29"; lower panel measuring 37" x 39-1/2". The panels shall feature a 12" diameter bubble inset, fastened to the panels in the field. The panels shall be field assembled to View Extension Cage Enclosure. **Mira-Lene** Crawl Tube Panels with Crawl Tube shall comprise an upper and lower panel; upper panel measuring 26" x 29"; lower panel measuring 37" x 39-1/2". The panels shall be field assembled to a 76-1/2" long, 30" ID Rockite crawl tube elbow with 60" centerline radius. Completed panel and crawl tube assembly will be attached in the field to View Extension Cage Enclosure. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure framework, safety bar and clamps shall be finished in **Mira-Cote**.

- **LEAN OUT ENCLOSURE** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The welded framework

enclosure shall contain top, bottom and formed side rungs of 1" pipe, a frame tie of 1/8" x 1" flat, vertical spokes of 3/4" x 1" oval tube on each side, vertical spokes of 1" tube on its front (above and below frame tie), and a formed rail of 1" tube welded to the top rail. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assembly and clamps shall be finished in **Mira-Cote**.

- **UPPER ENCLOSURE FOR MIRA-LENE PANEL** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The **Mira-Lene** panel shall not be included in this assembly for maximum design flexibility. The enclosure shall comprise horizontal and vertical rungs solid welded. The inner spokes shall be constructed of 3/4" x 1" oval tube. The outer uprights and top and bottom rails shall be constructed of 1" pipe. The bottom rail shall have bolting tabs of 11 ga. **A-60 Galvannealed** solid welded for **Mira-Lene** panel attachment. A formed rail of 1" tube shall be welded to the top rail. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assembly and clamps shall be finished in **Mira-Cote**.

- **UPPER AND LOWER ENCLOSURE FOR HALF-PANEL** for 14' level of Mega Tower 3-Level Deck shall be designed to fully enclose the area between deck posts, deck and roof (an approximate height of 6'). The **Mira-Lene** half-panel shall not be included in this assembly for maximum design flexibility. The upper enclosure shall comprise horizontal and vertical rungs solid welded. The inner spokes shall be constructed of 3/4" x 1" oval tube. The outer uprights and top and bottom rails shall be constructed of 1" pipe. The bottom rail shall have bolting tabs of 11 ga. **A-60 Galvannealed** solid welded for **Mira-Lene** panel attachment. A formed rail of 1" tube shall be welded to the top rail. The lower enclosure shall comprise top and bottom rails and vertical rungs solid welded. The outer uprights and top and bottom rails shall be constructed of 1" pipe. The top rung shall have bolting tabs of 11 ga. **A-60 Galvannealed** solid welded. The outer uprights shall have milled and punched bottom ends for field attachment to the deck. The inner spokes shall be constructed of 3/4" x 1" oval tube. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Upper and lower enclosures and clamps shall be finished in **Mira-Cote**.

• MISCELLANEOUS DECK SYSTEM COMPONENTS and Playground Area Accents

- **WIDE SLIDE ADA VERTICAL RUNG** shall be added to a deck system to prevent wheelchairs from deck egress through wide slide or dual bedway slide canopies. It shall be compatible with Kids' Choice, Center Stage, and Tots' Choice deck systems. The divider weldment shall comprise a rung of 1" pipe with a coped and threaded aluminum inserts in its top end and a mounting plate of 7 ga. black HR solid welded to its bottom end. The assembly shall include **Fastener Style A** hardware. The divider weldment shall be finished in **Mira-Cote**.

- **GRIP-N-GLIDE** shall feature two or three parallel rails containing cylindrical trolleys with handholds from which a user suspends his or her body while maneuvering the assemblies from one end to the other. The triple rail model shall challenge two users to

simultaneously and cooperatively perform the activity while managing the center trolley. The models shall be available as deck mounting (to decks 1', 1'-6", 2', 2'-6" or 3' high only), between decks of equal height, or freestanding, with steel or aluminum posts. Each top rail header shall measure 88-1/8" long and shall be constructed of 2" pipe. Each end support crossbar weldment shall measure 40-1/2" long and shall be constructed of 2" pipe with two or three drilled holes and swaged stubs of 2" pipe solid welded for field attachment of top rails. Each slider assembly shall comprise a slider sleeve and handhold. The slider sleeve shall measure 12" long and shall be constructed of .312" thick steel with a 3-1/2" I.D. It shall be field-assembled to top rails with a Buna-N O-ring and two 4" long, 3-1/2" O.D., 2-3/8" I.D. UHMW-PE bushings. Zinc plated hardened steel drive screws shall be field-installed to fasten bushings within sleeves and top rail headers to end support stubs. The welded handhold shall be constructed of formed 1" pipe. Posts for Model # 714-918-23, # 714-918-24, # 714-918-33 and # 714-918-34 shall be constructed of 5" tube, 11 ga. Posts for Model # 714-918-232, # 714-918-242, # 714-918-332 and # 714-918-342 shall be constructed of 5" aluminum tube. Posts for Model # 714-918-233, # 714-918-243, # 714-918-333 and # 714-918-343 shall be constructed of 5" tube. The 136" long posts (before end cap) shall each have a 5" round end cap pressed into its top end. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** and **Fastener Style B** hardware. The top rail headers shall have a galvanized finish. The end supports, sliders, posts and clamps shall be finished in **Mira-Cote**.

- **ROUND-UP CLIMBER** models shall feature a plastic-covered chain net within an octagon-shaped tilting frame and shall be available as a deck-mounting or freestanding assembly. The 84-1/4" O.D. frame assembly shall be constructed of 2-1/2" Sch 40 pipe formed and welded with mounting stubs of the same material on two opposite sides, above center, containing a steel axle assembly within. The frame shall have 1-1/4" O.D. steel bushing housings welded to it with 9/16" oil-impregnated bushings installed after painting. Shackles shall be zinc-plated forged steel. Anchoring chains shall be 4/0 straight link coil chain. The net assembly shall consist of galvanized steel 4/0 straight link coil chain with 11-1/4" long over-molded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". Links of chain shall be fastened together with die cast aluminum connectors and bolts. Post for Model # 714-858-1 shall be constructed of 5" tube, 11 ga. Posts for Model # 714-858-13 and # 714-858-2 shall be constructed of 5" tube. Posts for Model # 714-858-12 and # 714-858-22 shall be constructed of 5" aluminum tube. The posts shall each have a 5" round end cap pressed into its top end. The posts shall be 136" long before end caps. The assembly shall contain **Fastener Style A** hardware. The posts and frame shall be finished in **Mira-Cote**. The net shall have color molded in.

- **DELIGHT-O-SCOPE TELESCOPE AND BINOCULARS (BARRIER MOUNTING)** shall stimulate creative play and provide visual experiences for users and shall be designed for mounting on various types of barrier. The telescope features reflective facets set within the tube to offer a kaleidoscopic view, while the binocular model contains parallel tubes that constrain the user's field of vision to simulate a "search" effect, though neither model contains magnifying elements. They rotate 360 degrees horizontally and vertically between -45 and 45 degrees. Model # 714-961-R1, # 714-961-R2, # 718-961-R1, and # 718-961-R2 shall require a deck mounting or freestanding Rockite Panel,

2-1/2" thick, with side enclosures (no top rail.) Model # 714-961-S1, # 714-961-S2, # 718-961-S1, and # 718-961-S2 shall require a steel wall enclosure. Model # 714-961-L1 and # 714-961-L2 shall require a Model # 714-992-2 Lookout Tower assembly. The factory-assembled telescope and binocular models shall comprise a **Rockite** form fastened to a support bracket of 11 ga. zinc-plated connected via bronze bushing to an angular mounting bracket assembly constructed of 7 ga. zinc-plated. The telescope form shall contain angular segments of mirror acrylic sheet mounted within, a clear acrylic cover at the viewpiece, and a transparent (tinted) cover of polycarbonate sheet connected at the large end. The binocular form shall contain acrylic tubes with a clear acrylic end at the eye piece and a color tinted end on the large mount end. A clear polycarbonate protective cover shall be fastened on the mount side with 1/4-20 fasteners. Each assembly shall contain **Fastener Style A** and **Fastener Style B** hardware. The **Rockite** form shall have color molded in. The bracket assembly shall be finished in **Mira-Cote**.

- **DELIGHT-O-SCOPE TELESCOPE AND BINOCULARS (POST MOUNTING)** shall stimulate creative play and provide visual experiences for users and shall be designed for mounting atop deck posts. The telescope features reflective facets set within the tube to offer a kaleidoscopic view, while the binocular model contains parallel tubes that constrain the user's field of vision to simulate a "search" effect, though neither model contains magnifying elements. They rotate 360 degrees horizontally and vertically between -45 and 45 degrees. The factory-assembled telescope and binocular models shall comprise a **Rockite** form fastened to a support bracket of 11 ga. zinc-plated connected via bronze bushing to a 5-1/8" diameter mounting plate of 11 ga. zinc-plated **welded** to a 3-3/4" long mounting stub of swaged 5" tube (Kids' Choice) or swaged 3-1/2" tube (Tots' Choice) for field assembly into top end of deck post. The telescope form shall contain angular segments of mirror acrylic sheet mounted within, a clear acrylic cover at the viewpiece, and a transparent cover of polycarbonate sheet connected at the large end. The binocular form shall contain acrylic tube with a clear acrylic end at the eye piece and a color tinted end on the large mount end. A clear polycarbonate protective cover shall be fastened on the mount side with 1/4-20 fasteners. The 76" long post utilized in freestanding Kids' Choice models shall be constructed of 5" tube, 11 ga. (for Model # 714-961-1 and # 714-961-2) or 5" tube (for Model # 714-961-13 and # 714-961-23). The 70" long post utilized in freestanding Tots' Choice models shall be constructed of 3-1/2" tube. Each assembly shall contain **Fastener Style A** hardware. The **Rockite** form shall have color molded in. The bracket, mounting plate, and post shall be finished in **Mira-Cote**.

- **PARALLEL BARS (KIDS' CHOICE)** shall be designed to connect fitness clusters. The 8' parallel bars shall be formed and drilled 1-3/8" tube, A-60 **Galvannealed**. The assemblies shall contain **Versalok Fasteners** and/or **Fastener Style A** hardware. The bars and clamps shall be finished in **Mira-Cote**.

- **LOOP SEAT** is an inventive way for kids to rest between play. The Loop Seat shall install between existing deck posts and is situated at a 45 degree angle to create a combination seat and back rest. The Loop Seat shall consist of two loop halves constructed of 2" pipe, solid **welded** to each other to create one Loop Seat. Each loop half shall measure 32-5/8" in length and 14-13/16" in height. Two 4-3/8" stubs shall be solid **welded** to short sides of Loop Seat and shall

be constructed of 2" pipe. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The Loop Seat shall be finished in **Mira-Cote**.

- **POST CLIMBER** shall be designed to attach to existing deck or freestanding 5" or 3-1/2" posts. Climbers are versatile and can be reoriented for varying play experiences. Post climber shall be constructed of 1" pipe, **Gator Grip**. Climber shall measure 14-1/2" in length and 6-7/8" in width for KC, and 14-5/16" in length and 6-7/8" in width for TC and TCX. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The climber shall have a **Mira-Cote** finish.

- **12" CONNECTOR** shall be an easy way to link KC, TC or TCX posts to Nexus posts. The 12" Connector shall be 12" in length and constructed of **Gator Grip**. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The 12" Connector, clamps and bar sockets shall have a **Mira-Cote** finish.

- **BALANCE BOARD** with Handholds shall comprise a chain-suspended step and two handholds for attachment to deck posts. This challenging dynamic activity helps children develop balance and coordination. The step shall be constructed of T.P.R. injection molded over an aluminum core and shall measure approximately 17-1/2" wide by 9" deep by 1-3/8" thick. Step brackets each shall be constructed of 7 ga. galvanized sheet, formed and punched, solid **welded** with a 1-1/4" O.D. by 9/16" I.D. steel bushing housing containing a 9/16" O.D. by 3/4" oil impregnated bushing. The bushing housing rings shall be constructed of 5" Sch 40 pipe, drilled and formed, solid **welded** with a bushing housing and bushing as above. Chains shall be 4/0 straight link coil chain measuring approximately 8-3/4" and shall be field assembled between bushings of step brackets and rings with steel shackles. The handholds shall comprise formed 1" pipe bars, approximately 28-1/4" long, solid **welded** to formed and drilled bolt plates of 5" Sch 40 pipe. The assembly shall contain **Fastener Style A** hardware and **Fastener Style B** hardware. The step brackets, bushing housing rings, and handholds shall be finished in **Mira-Cote**. The step shall have color molded in. The chains shall have a galvanized finish.

- **POWER PEDALER (KIDS' CHOICE)** models shall be dynamic levers, mounted between the post of a deck assembly and a freestanding post, which users operate with arms, legs or both. Model # 714-823 may be mounted to any Kids' Choice deck height 5' or greater. Model # 714-823-1 may be mounted to any Kids' Choice deck height 4' or greater. The arms-operated lever shall be constructed of 1" tube and the legs-operated lever shall be constructed of 1" pipe solid **welded** with 2" square tube and 12 ga. end caps. Both levers shall contain two hand or foot grips constructed of high density polyethylene mechanically fastened to each. The support weldment sleeves shall be constructed of 5" Sch 40 pipe with U-shaped rails of 1" pipe, 12 ga. and mounting plate of 7 ga. galvanized sheet, all solid **welded**. The post for Model # 714-823 and # 714-823-1 shall be constructed of 5" tube, 11 ga. The post for Model # 714-823-3 and # 714-823-13 shall be constructed of 5" tube. The post shall have a 5" round end cap pressed into its top end. Post length shall be 106" before cap. The assembly shall contain **Fastener Style A** hardware. The levers, post, and support weldments shall be finished in **Mira-Cote**. The hand or foot grips shall have color molded in.

- **MONKEY VINES** shall be a fun and physically challenging play activity for children. Each model shall feature a series of plastic-coated chains containing an 8" diameter round disc at 24" from finished grade. Users shall cling to the dynamic "vines" while stepping on foot pads to cross from one end to the other, beneath the bridge from which the vines shall be suspended. (Vines shall be attached to an in-ground anchor assembly at bottom, giving each a limited range of motion.) The assembly shall require two 8' high deck systems, a Burma Bridge or Wide Burma Bridge, and landing components such as Bongo Perches (installed 12" from finished grade), End Climbers (installed with top rung at 24" from finished grade), or 2", 1'-6" or 1' Decks on common Posts, all of which must be ordered and installed separately. The Tensile Tough chains shall consist of galvanized steel 4/0 straight link coil chain with 11-1/4" long overmolded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". One end of each chain assembly shall contain one uncovered link and opposite end shall contain several uncovered links. Foot pads shall be 8" diameter **Mira-Lene** mounted in the field to 15-7/8" long support weldments of 7 ga. plate **welded** to 1" pipe rungs. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. Rungs shall be constructed of 1" pipe with 3/8" threaded aluminum inserts in each end for field attachment to mounting plates beneath bridge assembly. **Welded** to each rung shall be a 1-1/4" O.D. steel bushing housing containing 9/16" oil-impregnated bushing, installed after painting. The triangular mounting plates shall be constructed of punched 7 ga. galvanized. The anchor assembly shall comprise a length of 1-1/2" x 1-1/2" square 11 ga. black with galvanized steel 4/0 straight link coil chain **welded** to it for field assembly to "vine" chains. The assembly shall contain **Fastener Style A** hardware. The rungs and support weldments shall be finished in **Mira-Cote**. The Tensile Tough chain sections and **Mira-Lene** foot pads shall have color molded in. Uncovered chains shall have a galvanized finish. Mounting plates shall be coated in **Mira-Therm**.

- **TENSILE TOUGH NET** shall be designed for installation between 3' decks or from an end ladder to a 3' deck. The plastic covered chain net provide stimulating dynamic mobility to challenge users and to help develop upper body strength, balance, and muscle coordination. The net assembly shall consist of galvanized steel 4/0 straight link coil chain with 11-1/4" long over molded sections made of moldable PVC. Distance between molded sections shall be 2-1/4". Links of chain shall be fastened together with die-cast aluminum connectors and bolts. The header shall be constructed of 2" pipe with crossbars solid **welded**. Bottom supports also shall be constructed of 2" pipe. Header and bottom supports shall have 1-1/4" O.D. steel bushing housings **welded** to them with 9/16" oil-impregnated bushings installed after painting. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. Header supports shall be aluminum alloy. Deck enclosures shall consist of rails and uprights. Rails shall be constructed of 1" pipe and uprights shall be constructed of 1" tube. Enclosure assemblies shall be solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Header, bottom supports, deck enclosures, and clamps shall be finished in **Mira-Cote**.

- **BONGO JUNGLE CLIMBER** models shall provide children with a physically challenging and imaginative play experience. Each model shall contain pods attached to vertical rungs which shall be field

assembled between header and chain-anchor assemblies to concrete footings, suspended so that children must step onto successive pods and grasp vertical rungs to proceed across an area. Ground-to-deck and freestanding models shall contain stationary pod steps for entry/exit. Handrails and enclosures shall be included with models. All models shall comprise five vertical rung assemblies, including a clevis, a 62-13/16" length of 1" pipe with 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded**, factory-installed 3/8" eye-bolts and 3/8" **proof coil chain**, chain-anchor assembly of 6/0 **straight link coil chain**, and hardware to be field assembled to pods, header and footings. The pods for field assembly to vertical rungs (and pod steps, if applicable) shall be constructed of **Rockite**. Each pod shall contain a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter. Pods shall measure 12" high without posts. Model # 714-773-1 shall contain three pod steps, Model # 714-773-2 shall contain six pod steps, and Model # 714-773-8 shall contain four pod steps. Model # 714-786-1 shall contain four pod steps, Model # 714-786-2 shall contain eight pod steps, and Model # 714-786-8 shall contain four pod steps. Inert pod steps shall comprise honeycomb pods and posts of 1-1/2" pipe with 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded**. Post lengths shall be 50-3/8" and 69-3/8" before field assembly to pods. Stepping pod/post assemblies shall have overall lengths of 52" and 71", respectively, before fitting at appropriate heights in footings. All models shall contain a header assembly constructed of 2" pipe solid welded. Header supports shall be **aluminum alloy**. Model # 714-773, # 714-773-8, # 714-786 and # 714-786-8 each shall contain two deck enclosures and # 714-773-1 and # 714-786-1 each shall contain one deck enclosure. Deck enclosure shall consist of rails and uprights. The rails shall be constructed of 1" pipe, formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube. The enclosure shall be solid welded. Model # 714-773-1 and # 714-786-1 each shall contain one set of handholds, and # 714-773-2 and # 714-786-2 each shall contain two sets of handholds, to be constructed of formed and solid welded 1" pipe, for field assembly to posts via clamps. Posts for Model # 714-773-1, # 714-773-2, # 714-773-8, # 714-786-1, # 714-786-2 and # 714-786-8 shall be constructed of 5" tube, 11 ga. Posts for Model # 714-773-13, # 714-773-23, # 714-786-13 and # 714-786-23 shall be constructed of 5" tube. Each post shall have a 5" round end cap pressed into its top end. Each assembly shall contain **Versalok Fasteners and Fastener Style A** hardware. The **Rockite** honeycomb pods shall have color molded in. The vertical rungs, step posts, deck enclosures, handholds, posts and clamps shall have a **Mira-Cote** finish.

- **BONGO JUNGLE CLIMBER (TOTS' CHOICE)** models shall contain stepping pods attached to vertical rungs, which are suspended from an overhead beam, so that children must step onto successive, dynamic pods and grasp the rungs to proceed across an area. Models may be assembled between two 2'-0" decks or 3'-0" decks. Deck enclosures shall be included. The four vertical rung assemblies each shall comprise a clevis, a 62-13/16" length of 1" pipe with 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized**, solid welded, three links of 3/8" **proof coil chain**, and chain-anchor assembly of 6/0 **straight link coil chain**. The vertical rungs shall be field assembled to **Rockite** stepping pods containing a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter by 12" in height. Models shall contain a 2" pipe header beam welded to 2" pipe end crossbars,

measuring 98-3/16" by 36-7/8" overall. The beam shall have four 1-1/4" O.D. bushing housings with 9/16" I.D. oil-impregnated bushings installed after painting. The crossbars shall contain welded stubs of 1" pipe and 16 ga. end cap for field mounting to clamps. Deck enclosures shall be constructed of 1" tube with one end mashed and drilled. Each assembly shall contain **Versalok Fasteners and Fastener Style A** hardware. The **Rockite** stepping pods shall have color molded in. The vertical rungs, deck enclosures, header assembly, and clamps shall have a **Mira-Cote** finish.

- **BONGO JUNGLE CLIMBER (S-SHAPED)** models shall provide children with a physically challenging and imaginative play experience. Each model shall contain stepping pods on dynamic vertical rungs or inert support poles or legs. Children are challenged to step onto successive pods and grasp the rungs to proceed across an area. Handholds and/or enclosures shall be included. All models shall contain vertical rung assemblies, including a 74-1/8" length of 1" pipe with 1-5/16" diameter round steel bar clevises welded at each end, a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the rung, 7/0 3/8" **proof coil chain** at its top end, and a chain-anchor of 6/0 **straight link coil chain**. The center pole shall be a segment of 1" pipe, 10 ga. with a threaded aluminum insert welded in its top end. The pole shall be 123-5/16" long for 2' models and 135-5/16" for 3' models. The collar for setting pod height on center pole shall be a steel weldment. Posts (legs) for inert stepping pod assemblies shall be constructed of 1-1/2" pipe with 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded**. Post lengths shall be 38-5/16" before field assembly to pods. Stepping pod/leg assemblies shall have an overall length of 42". The vertical rungs, legs and pole shall be field assembled to stepping pods, which shall be constructed of **Rockite**. Each pod shall contain a honeycomb-textured, hex-shaped top surface measuring approximately 16" diameter. Pods shall measure 12" without posts. All models shall contain a top rail assembly constructed of 2" pipe, solid welded. Header supports shall be **aluminum alloy**. Deck enclosures, if applicable, shall consist of welded rails and uprights. The rails shall be constructed of 1" pipe, drilled and formed. The uprights shall be constructed of 3/4" x 1" oval tube, formed, mashed and punched. Handholds, if applicable, shall be constructed of formed and solid welded 1" pipe for field assembly to posts. Model # 714-792-2L1, # 714-792-2L2, # 714-792-2R1, # 714-792-2R2, # 714-792-3L1, # 714-792-3L2, # 714-792-3R1 and # 714-792-3R2 shall contain posts constructed of 5" tube, 11 ga. with 5" round end caps pressed into top ends. Model # 714-792-2L13, # 714-792-2L23, # 714-792-2R13, # 714-792-2R23, # 714-792-3L13, # 714-792-3L23, # 714-792-3R13 and # 714-792-3R23 shall contain posts constructed of 5" tube with 5" round end caps pressed into top ends. The assembly shall contain **Versalok Fasteners and Fastener Style A** and **Fastener Style B** hardware. The stepping pods shall have color molded in. The vertical rungs, legs, center pole, posts, deck enclosures, handholds, and clamps shall have a **Mira-Cote** finish.

- **BONGO JUNGLE CLIMBER (L-SHAPED)** shall provide children with a physically challenging and imaginative play experience. Designed for attachment between 2' or 3' decks, it shall contain pods attached to vertical rungs which are field assembled between header and chain-anchors to concrete footings, suspended so that children must step onto successive dynamic pods and grasp vertical rungs to proceed across the area. Deck enclosures shall be provided.

The model shall contain three vertical rung assemblies, including a clevis, a 62-13/16" length of 1" pipe with 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded**, factory-installed 3/8" eye-bolts and 3/8" **proof coil chain**, and a chain-anchor of 6/0 **straight link coil chain**. The vertical rungs shall be field assembled to stepping pods, which shall be constructed of **Rockite**. Each pod shall contain a honeycomb-textured, hex-shaped top surface measuring approximately 16" diameter. Pods shall measure 12" high. The top rail shall be constructed of 2" pipe solid welded. Header supports shall be **aluminum alloy**. Deck enclosures shall consist of rails and uprights. The rails shall be constructed of 1" pipe and the uprights shall be constructed of 3/4" x 1" oval tube. Each enclosure shall be solid welded. The assembly shall contain **Versalok Fasteners and Fastener Style A** and **Fastener Style B** hardware. The stepping pods shall have color molded in. The vertical rungs, deck enclosures and clamps shall have a **Mira-Cote** finish.

- **BONGO JUNGLE CLIMBER (C-SHAPED)** models shall provide children with a physically challenging and imaginative play experience. Each model shall contain stepping pods on dynamic vertical rungs or inert support poles. Children are challenged to step onto successive pods and grasp the rungs to proceed across an area between two hex decks, a hexagon and octagon deck, or two octagon decks. Deck heights must be both 2', both 3', or one of each. Each model shall contain deck enclosures. The pods may be field-mounted at different heights (within guidelines). All models shall have six vertical rung assemblies, including a clevis, a 96" length of 1" pipe with 1-5/16" diameter round steel bar clevises welded at each end, 3/8" **proof coil chain** and a chain-anchor of 6/0 **straight link coil chain**. Each side pole shall be a 173" long segment of 1" pipe, 10 ga. with a threaded aluminum insert welded in its top end. The collars for setting pod heights shall be steel weldments. The stepping pods shall be constructed of **Rockite** with a honeycomb-textured, hex-shaped top surface measuring approximately 16" diameter. Pods shall measure 12" high. The top rail assembly shall comprise two T-shaped welded crossbars and two rail segments, all constructed of 2" pipe, with 1-1/4" O.D. bushing housings with 9/16" I.D. oil-impregnated bushings installed after painting. Swaged connectors shall also be connected to 2" pipe. Deck enclosures shall consist of welded rails and uprights. The rails shall be constructed of 1" pipe, formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube. The assembly shall contain **Versalok Fasteners and Fastener Style A** and **Fastener Style B** hardware. The **Rockite** stepping pods shall have color molded in. The vertical rungs, side poles, collars, top rail assembly, deck enclosures and clamps shall be finished in **Mira-Cote**.

- **BONGO STEPS** shall be designed to enter/exit the deck system with pod steps to be installed at ascending/descending heights in a pre-defined pattern, and shall include a deck enclosure. Some models also feature a hand support on both sides of pod steps. Each pod step shall be constructed of **Rockite** and shall contain a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter. Pod steps shall measure 12" high without posts. Posts shall be constructed of 1-1/2" pipe with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the posts. Post lengths shall be 50-3/8" or 69-3/8" before field assembly to pod steps. Assembled pod steps shall have overall lengths of 52" or 71" respectively. Kids' Choice models shall feature an

arched enclosure consisting of rails and uprights. The rails shall be constructed of **1" pipe**, formed, with bottom ends mashed and punched for field assembly to deck. The uprights shall be constructed of **3/4" x 1" oval tube**, solid **welded** to the rails. Tot's Choice models shall feature an arched enclosure with rails and uprights constructed of **1" tube**, solid **welded**, with bottom ends mashed and punched for field assembly to deck. If applicable, the hand supports shall be constructed of **2" pipe** with 3/8" aluminum inserts in top ends. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** pod steps shall have color molded in. The posts, deck enclosure, hand supports, and clamps shall be finished in **Mira-Cote**.

- **BIG TIMBER BONGO STUMPS** shall be designed to enter/exit the deck system with stump steps to be installed at ascending/descending heights in a pre-defined pattern, and shall include a deck enclosure. Some models also feature a hand support on both sides of stump steps. Each stump assembly shall comprise a stump and post. Stumps shall be constructed of **Rockite** containing a textured, log-shaped top surface measuring approximately 17" in diameter. Stumps shall measure 12" high without posts. Posts shall be constructed of **1-1/2" pipe** with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized, solid welded**. Post lengths shall be 50-5/8" and 69-3/8" before field assembly to pods. Assembled Bongo Steps shall have overall lengths of 52" and 71" respectively. The arch enclosure assembly shall consist of top supports, a bottom support, and an arched upright constructed of **1" pipe**, formed, mashed and punched, and vertical rung infill constructed of **1" tube**, all solid **welded**. Hand supports shall be constructed of **2" pipe** with 3/8" aluminum inserts in top ends. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** stumps shall have color molded in. The posts, hand supports, enclosure and clamps shall be finished in **Mira-Cote**.

- **BONGO BRIDGES** shall be designed to enter/exit 2' or lower deck systems, either as a bridge between decks, a ground-to-deck "stair," or as a freestanding assembly with no decks. When installed as a bridge, pods may be installed at ascending/descending heights or all level, but should follow a straight course between decks. Freestanding pods may ascend and descend and may follow any course so long as pods are set 7" to 9" edge-to-edge. Pods may also be clustered and installed flush with each other to create a table, seats, small climber, etc. Regardless of layout and design, pod steps top surface may be set no greater than 24" from finished grade. Note: If designing as bridge between 2'-0" decks intended for 2 to 5 year old users, deck enclosures Model # 714-813-5 must be installed on each deck, which shall be sold separately. Each pod step shall be constructed of **Rockite** and shall contain a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter. Pod steps shall measure 12" high without posts. Posts shall be constructed of **1-1/2" pipe** with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the posts. Post lengths shall be 38-5/16" before field assembly to pods. Overall assembled length shall be 42". All fasteners shall be **Fastener Style A**. The **Rockite** pod steps shall have color molded in. The posts shall be finished in **Mira-Cote**.

- **BIG TIMBER BONGO STUMP BRIDGES** shall be designed to enter/exit 2' or lower deck systems, either as a bridge between decks, a ground-to-deck "stair," or

as a freestanding assembly with no decks. When installed as a bridge, stumps may be installed at ascending/descending heights or all level, but should follow a straight course between decks. Freestanding stumps may ascend and descend and may follow any course so long as stumps are set 7" to 9" apart. Stumps may also be clustered and installed flush with each other to create a table, seats, small climber, etc. Regardless of layout and design, stumps' top surface may be set no greater than 24" from finished grade. Note: If designing as bridge between 2'-0" decks intended for 2 to 5 year old users, deck enclosures Model # 714-813-5, 704-813-5 or 718-813-5 must be installed on each deck, which shall be sold separately. Each Bongo Perch comprises a stump and post assembly. Stumps shall be constructed of **Rockite** and shall comprise a log-shaped top surface measuring approximately 17" diameter. Stumps shall measure 12" high without posts. Posts shall be constructed of **1-1/2" pipe** with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the posts. Post length shall be 38-5/16" before field assembly to stump. Overall assembled length shall be 42". All fasteners shall be **Fastener Style A**. The **Rockite** stump steps shall have color molded in. The posts shall be finished in **Mira-Cote**.

- **BONGO BOINGO** assemblies shall be freestanding, spring-mounted play pods upon which users stand and jump, either in place or traversing from one to another. The pods stand 24" from finished grade and may be arranged in any configuration so that 7" to 9" of clearance space remains between adjacent pods. Note that this assembly may not be used to access or egress a deck system; it is designed for installation in freestanding series or cluster configurations only. Also note that configurations must include at the entry point a stationary (not spring-mounted) Bongo Perch Model # 714-772-1 with top surface installed at 12" from finished grade. Each Bongo Boingo shall comprise a pod, post, and spring assembly. Pods shall be constructed of **Rockite** and shall contain a hex-shaped top surface measuring approximately 16" diameter. Pods shall measure 12" high without posts. Posts shall be constructed of an upper section of 2-1/2" O.D., 18-ga. pipe, with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the posts, and a lower section of **1-1/2" pipe**. The upper section pipe shall be 1010 hot rolled, **Flo-Coat** galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. The upper section of the post assembly shall contain two medium-heavy load steel, rolled wire springs of .125" and .207" diameter. A rubber flex hose boot and a segment of 3" PVC pipe shall fit the outside of the post assembly as a barrier. All fastening hardware shall be **Fastener Style A**. The **Rockite** pods shall have color molded in. The post assemblies shall be finished in **Mira-Cote**.

- **BIG TIMBER BONGO BOINGO STUMP** assemblies shall be freestanding, spring-mounted play pods upon which users stand and jump, either in place or traversing from one to another. The pods stand 24" from finished grade and may be arranged in any configuration so that 7" to 9" of clearance space remains between adjacent pods. Note that this assembly may not be used to access or egress a deck system; it is designed for installation in freestanding series or cluster configurations only. Also note that configurations must include at the entry point a stationary (not spring-mounted) Bongo Perch Model # 714-772-1 with top surface installed at 12" from finished grade. Each Bongo Boingo shall comprise a

pod, post, and spring assembly. Pods shall be constructed of **Rockite** and shall contain a hex-shaped top surface measuring approximately 16" diameter. Pods shall measure 12" high without posts. Posts shall be constructed of an upper section of 2-1/2" O.D., 18-ga. pipe, with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the posts, and a lower section of **1-1/2" pipe**. The upper section pipe shall be 1010 hot rolled, **Flo-Coat** galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. The upper section of the post assembly shall contain two medium-heavy load steel, rolled wire springs of .125" and .207" diameter. A rubber flex hose boot and a segment of 3" PVC pipe shall fit the outside of the post assembly as a barrier. All fastening hardware shall be **Fastener Style A**. The **Rockite** pods shall have color molded in. The post assemblies shall be finished in **Mira-Cote**.

- **POD SEATS** shall be designed to attach to existing Kids' Choice deck posts, creating a resting seat. Pods shall be constructed of **Rockite** and shall contain a hex-shaped top surface measuring approximately 14-1/2" in diameter. Pods shall measure 12" without frame. Frame shall be constructed of a horizontal bar constructed of **2" pipe**; a 5" diameter bolting plate of 5" **Sch 40 pipe solid welded** to the frame's horizontal bar; seat support post(s) measuring 1" constructed of **1-1/2" pipe solid welded** to the frame's horizontal bar; post mount plate(s) measuring 5-7/8" x 5-7/8", constructed of 11 ga. galvanized solid **welded** to the seat support post(s). Frame length for Model # 714-817-3B shall be 11-1/4" before field assembly to pod seat. Frame length for Model # 714-817-4B shall be 43" before field assembly to pod seats. All fasteners shall be **Fastener Style A**. The **Rockite** pod seats shall have color molded in. The frames shall be finished in **Mira-Cote**.

- **BIG TIMBER STUMP SEATS** shall be designed to attach to existing Kids' Choice deck posts, creating a resting seat. Stumps shall be constructed of **Rockite** and shall contain a log-shaped top surface measuring approximately 17" diameter. Stumps shall measure 12" high without frame. Frame shall be constructed of a horizontal bar constructed of **2" pipe**; a 5" diameter bolting plate of 5" **Sch 40 pipe solid welded** to the frame's horizontal bar; seat support post(s) measuring 1" constructed of **1-1/2" pipe solid welded** to the frame's horizontal bar; Post Mount Plate(s) measuring 5-7/8" x 5-7/8", constructed of 11 ga. galvanized solid **welded** to the seat support post(s). All fasteners shall be **Fastener Style A**. The **Rockite** Pod and Stump Seats shall have color molded in. The frames shall be finished in **Mira-Cote**.

- **SHADE STATIONS** shall be freestanding assemblies designed for creating shaded areas. They shall be available in single width and extended width, with head clearances of 4'-0" and 6'-6". Head clearances shall be based on models installed with 12" protective surfacing (not required.) Head clearances for models installed in compacted soil with no protective surfacing shall be 5'-0" and 7'-6" unless footings shall be dug deeper or ends trimmed. Each arch assembly shall consist of an arch and either one or two roof bracket weldments (center arch in "extended" models shall have two brackets.) The arch shall be a single piece, "U"-shaped component constructed of **5" tube**, measuring 4' from leg center to leg center. Roof brackets shall be 2" x 75-1/2" and constructed of 11 ga. **A-60 Galvannealed** sheet with five bolting holes starting at 1" from each end and placed approximately

18" apart. Each arch assembly shall be solid **welded**. The roof shall be constructed of 20 ga. sheet measuring 43" x 76", perforated with holes in a pattern. The roof shall have five bolting slots along each of the two side edges to align with arch brackets. All hardware shall be **Fastener Style A**. The roof and arch assemblies shall have a **Mira-Cote** finish.

- **BIG TIMBER POST TOPPER** is designed to tie natural-look Big Timber components together. Post topper shall act as an attractive 'roof' to provide shade to your system. Post topper shall be constructed of **Rockite** and shall measure 50" in width, 60" in length and 24" in height. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware.

- **MIRA-THERM II KID'S PERCH/KID'S PERCH WITH WHEEL** shall each consist of a curved deck extension/overhang and an enclosure which provide for imaginative play. Model # 714-992-69 shall feature a steering wheel attached to the enclosure. Model # 714-992-69A shall feature a steering wheel attached to enclosure crossbars to be more easily grasped by wheelchair-bound users. The platform shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 3" tall walls and shall be supported by solid **welded** supports of 1/4" x 1-1/2" flat steel. The platform shall be approximately 40" long with a radius of 9-7/16". The enclosure shall consist of enclosure rails, uprights, and a center stub which shall support the bottom rail. The enclosure rails and center stub shall be constructed of 1" **pipe**. The uprights shall be constructed of 3/4" x 1" **oval tube**. The crossbars for Model # 714-992-69A shall be constructed of 1" **tube**. The entire assembly shall be solid **welded**. The steering wheel mounting bracket (if applicable) shall be 11 ga. **A-60 Galvannealed** sheet steel **welded** to the wall enclosure. The steering wheel (if applicable) shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The platform shall be finished in **Mira-Therm**. The enclosure and clamps shall have a **Mira-Cote** finish.

- **OBSERVATION DECKS** shall each consist of a curved deck extension and a curved deck enclosure designed to enhance imaginative play. Model # 714-849-A is designed to be used with vertical climbing attachments. Model # 714-849-6 features an extended steering wheel attached to enclosure crossbars to be more easily grasped by wheelchair-bound users. The platform shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 3" tall walls and shall be supported by solid **welded** supports of 1/4" x 1-1/2" flat steel. The platform shall be approximately 40" long with a radius of 9-7/16". The enclosure shall consist of enclosure rails, uprights, and two center stubs which shall support the bottom rail. The enclosure rails shall be constructed of 3/4" x 1" **oval tube**. The uprights shall be constructed of 1-1/4"

tube, mashed on both ends. The top and bottom rails shall be constructed of 1-1/4" **tube**. The arch for Model # 714-849-A shall be constructed of 1-1/4" **tube**. The entire assembly shall be solid **welded**. The mounting bracket shall be 11 ga. **A-60 Galvannealed** sheet steel **welded** to the wall enclosure. The steering wheel shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware.

- **LOOKOUT TOWER/COMMAND POST** shall be curved deck extensions/overhangs and enclosure components for deck systems, designed to stimulate imaginative play. Panels for both models shall be constructed of **Rockite**, with wall thickness approximately 1/4", formed to extend the deck surface in a semi-circle (approximately 40" long with a radius of 9-7/16") and also formed to serve as an enclosure. The panels shall have four 3/8" threaded inserts factory-installed along bottom of deck edge and a top rung of 1" **pipe** inserted at the factory for field attachment to deck and posts respectively. The panels shall contain five 2" wide view slots evenly spaced, with all corners rounded. The steering wheel shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**, and hardware shall be **Fastener Style A**. The **Rockite** panel shall have color molded in. The top rung and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **CRUNCH STATION** shall be a semi-circular horizontal rung assembly designed for mounting on a 5" steel deck post with the rung set 50" - 80" from finished grade. The Crunch Station shall enable the user to perform leg lifts and crunches in a standing position. It shall be constructed of a cut and formed 1" **pipe** segment solid **welded** to support and bolt plates of 7 ga. galvanized steel. All hardware shall be **Fastener Style A**. The assembly shall have a **Mira-Cote** finish.

- **DIP STATION** shall be designed to allow users to perform the traditional "dip" exercise and variations by grasping and supporting their bodies from the handholds and lifting their body weight to relaxed and extended positions. Biceps, back and upper torso shall be most affected by the exercise. The Dip Station weldment shall comprise a horizontal support bar of 2" **pipe** solid **welded** to bent handholds/legs of 1-1/4" **pipe** set 20" apart center-to-center. The weldment shall be field mounted to deck posts with support bar centered at 30" from finished grade. **Versalok Fasteners** for deck and component attachment shall

be **aluminum alloy**. All fasteners shall be **Fastener Style A**. The Dip Station assembly and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **CHINNING BAR** models shall be field assembled between posts to allow users to perform the traditional exercise. Model # 714-843 shall contain the rung, clamps, and a deck post constructed of 5" **tube**, 11 ga. Model # 714-843-2 shall contain the rung, clamps, and a deck post constructed of 5" **aluminum tube**. Model # 714-843-3 shall contain the rung, clamps, and a deck post constructed of 5" **tube**. The 106" deck post shall have a 5" **round end cap** pressed into its top end. Model # 714-843-5 shall contain the rung and clamps only. The chinning bar shall be constructed of 1" **pipe** (except *Tots' Choice* models which shall be constructed of 1" **tube**). The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The post, rung and clamps shall be finished in **Mira-Cote**.

- **BALANCE CHAIN** models shall comprise two parallel chains, one above the other, with the bottom chain used to walk upon and the top chain used as a handhold. This fun and challenging activity helps users develop coordination and balance. Each model shall consist of chains, clevises with bolts and mounting bracket at each end, and a rail assembly handhold. Some models include one post for field assembly of balance chain between it and an existing deck post. The rail assembly shall consist of rail, end caps and stubs on each end. The rail shall be 2" **pipe**, end caps shall be constructed of 16 ga. sheet, and stubs shall be constructed of 1" **pipe**, all solid **welded**. The chains shall be galvanized 3/8" **proof coil chain**. The clevis shall be cast of malleable iron. The mounting bracket shall be a **welded** assembly. It shall consist of a 1/2" bolt, 1/4" thick die-formed steel bracket, 1-1/4" diameter steel housing and a pressed in oil impregnated bushing to eliminate wear. Post for Model # 714-912 shall be constructed of 5" **tube**, 11 ga. Post for Model # 714-912-2 shall be constructed of 5" **aluminum tube**. Post for Model # 714-912-3 shall be constructed of 5" **tube**. The post shall have a 5" **round end cap** pressed into its top end. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The chains shall be coated with **Mira-Therm**. The rail, clamps, posts and mounting brackets shall have a **Mira-Cote** finish.

- **BALANCE BEAM** shall be designed for installation as a single deck component or as a freestanding unit. The balance beam shall be a **welded** assembly. The beam and legs shall be constructed of 4" **square tube** with 4" **square end caps** mechanically fastened to the beam ends. The bolt down model shall have mounting plates of 3/8" black plate **welded** to leg bottoms. The balance beam shall have a **Mira-Cote** finish. The top surface of the beam shall have a non-skid finish applied.

- **CURVED BALANCE BEAM** shall be a flat, "S"-shaped weldment. The balance beam shall be constructed of formed 2" x 4" 11 ga. galvanized with three legs of 1-1/4" **pipe** solid **welded** beneath, and end caps of 14 ga. sheet **welded** on each end, finished in **Mira-Cote**. The bolt down model shall have mounting plates of 7 ga. galvanized **welded** to leg bottoms.

- **FUN FONE** shall consist of a simple tube and mouthpiece system designed to allow children to talk to each other from a given distance. The mouthpiece support tube assembly shall be constructed of 2" **Sch**

40 pipe. The mouthpiece shall be made of 16 ga. galvanized steel sheet. The connecting stub shall be made of **1" pipe**. The tube assemblies shall be solid **welded**. The 1" I.D. tube shall be 50' long and constructed of polyethylene. The steel post for Model # 714-994-1 shall be constructed of **5" tube, 11 ga.** The aluminum post for Model # 714-994-12 shall be constructed of **5" aluminum tube**. The steel post for Model # 714-994-13 shall be constructed of **5" tube**. Each shall have a **5" round end cap** pressed into its top end. The post shall measure 76" long before the end cap. Some Tots' Choice models shall contain a 70" post (before endcap) of **3-1/2" tube or 3-1/2" aluminum tube with 3-1/2" round end cap** for field attachment of Fun Fones. The posts and Fun Fone tube assembly shall have a **Mira-Cote** finish.

- **ABOVE DECK FUN FONES** shall feature two mouthpieces connected by tube so that users may speak into one piece and be heard at the other, mounted up to 50' away. These models shall be designed for attachment to deck systems mounted above a Kids Perch, Lookout Tower, or Command Post component, sold and assembled separately. The Fun Fone support assembly shall contain a mouthpiece, formed tube, and mounting stub, all solid **welded**. The tube assembly shall be constructed of **2" pipe**. The funnel-shaped mouthpiece shall be 16 ga. galvanized steel. The mounting stub shall be **1" pipe**. The anchor assembly shall be formed **2" pipe** with one end swaged and solid **welded** to a leg support of **1" pipe**. The 2" I.D. tube shall be 50' long and constructed of polyethylene. The steel post for Model # 714-994-1A shall be constructed of **5" tube, 11 ga.** The steel post for Model # 714-994-1A3 shall be constructed of **5" tube**. The post shall have a **5" round end cap** pressed into its top end. The post shall measure 76" long before the end cap. The pipe connectors shall be constructed of rubber and shall contain hose clamps at each end. The assembly shall contain **Versalok Fasteners and Fastener Style A** hardware. The Fun Fone support assembly, anchor assembly, post, and clamps shall have a **Mira-Cote** finish.

- **TORNADO** shall be a dynamic play activity designed for assembly to a deck system. It shall permit a single user standing on a suspended/elevated platform, grasping a center pole, to use his or her body weight to cause the assembly to rapidly rotate around its axis at a slight angle. The user can easily reverse the assembly's direction by shifting his or her weight, and cause it to slow and stop. The Tornado's pole, axis and arms shall be constructed of tubular steel, electro-galvanized, primed and powder-lacquered. The assembly shall contain a standing platform of microporous polyurethane foam on a weather-resistant plywood core. Fastening hardware shall be steel, hot-galvanized or electro-galvanized with a 20 um coating, and shall be protected by the Corrosil anti-corrosion system, or **Fastener Style A**.

- **HANG-A-ROUND** shall consist of an arched deck post, steering wheel, and motion assembly. The steel deck post shall be constructed of **5" tube** and shall measure 136" prior to the arched section. The steering wheel shall be constructed of sand cast **aluminum alloy**. The motion assembly shall be constructed of an 8620 hardened steel ball screw and ball nut with stainless steel bearings. The 5-piece clutch mechanism and guide shaft shall be 303 stainless steel. Guide bushings shall be maintenance free, oil-impregnated brass bushings. Standoffs and guide plates shall be 6061 aluminum. The post shall have a **Mira-Cote** finish.

- **OVERHEAD GLIDER (KIDS' CHOICE, TOTS' CHOICE, TCX, CENTER STAGE, AND CITY PARK SERIES MODELS)** shall be designed for installation to deck systems or freestanding. The track shall be constructed of extruded 6063-T6 aluminum which shall connect to crossbars, for Kids' Choice models constructed of **5" tube**, and for Tots' Choice, TCX, and freestanding models constructed of **3-1/2" tube**, by a cast **aluminum alloy "T"** receptacle. The trolley wheels shall be constructed of polyurethane with ball bearings. The axle shall be constructed of 5/16" x 3-3/4" cold rolled steel. The axle for TCX models shall be constructed of 5/16" x 3-1/2" stainless steel. The spacers shall be 9/16" square steel bar. A 2-7/8" rubber bumper shall be positioned at each end of the trolley track. The trolley weldment assembly shall consist of a handhold **welded** to the body of the trolley carriage. The handhold shall be 14 ga. **1" tube**. The hanger shall be constructed 7 ga. **A-60 Galvannealed** sheet. Posts for Model # 714-753-8, # 714-753-10, # 714-753-12, # 714-753-16, # 714-754-8, # 714-754-10, # 714-754-12 and # 714-754-16 shall be constructed of **5" tube, 11 ga.** Posts for Model # 714-753-82, # 714-753-102, # 714-753-122, # 714-753-162, # 714-754-82, # 714-754-102, # 714-754-122 and # 714-754-162 shall be constructed of **5" aluminum tube**. Posts for Model # 714-753-83, # 714-753-103, # 714-753-123, # 714-753-163, # 714-754-83, # 714-754-103, # 714-754-123 and # 714-754-163 shall be constructed of **5" tube**. Each of those posts shall have a **5" round end cap** pressed into its top end and shall measure 136" long before the end cap. For Tots' Choice models, the posts shall be constructed of **3-1/2" tube or 3-1/2" aluminum tube with 3-1/2" round end caps** inserted. The crossbar clamps shall be three piece cast **aluminum alloy**. The track, trolley weldment assembly, posts, crossbar clamps, "T" receptacle, and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **DIPPED OVERHEAD GLIDER** models, available with three posts (for deck attachment) or four posts (for freestanding installation) of steel or aluminum construction, shall feature a slight decline from level in their header assemblies that helps to propel users forward, and a slight incline that helps them to decelerate and stop. The header assembly track shall be constructed of extruded 6063-T6 aluminum which shall connect to crossbars by a one-piece aluminum alloy "T" receptacle. The crossbars shall be constructed of **5" tube** which shall connect to posts by a cast aluminum alloy crossbar clamp and two cast aluminum alloy clamp ring halves (as used in **Versalok Fasteners**.) The 6063-T6 aluminum alloy shall have a tensile strength of 35,000 p.s.i., a yield strength of 31,000 p.s.i., shall receive an oxidation-inhibiting coating prior to painting, and shall conform to the following: ASTM B221, ASTM B597, ANSI/ASC H35.1. The trolley wheels shall be constructed of polyurethane with ball bearings. The axle shall be constructed of 5/16" x 3-3/4" cold rolled steel. The spacers shall be 9/16" square steel bar. A 2-7/8" rubber bumper shall be positioned at each end of the trolley track. The trolley weldment assembly shall consist of a handhold **welded** to the body of the trolley carriage. The handhold shall be **1" tube**. The hanger shall be constructed of 7 ga. **A-60 Galvannealed** sheet. Steel posts shall measure 136". Posts for Model # 714-753-18 and # 714-754-18 shall be constructed of **5" tube, 11 ga.** Posts for Model # 714-753-183 and # 714-754-183 shall be constructed of **5" tube**. Each shall have a **5" round end cap** pressed into its top end. Aluminum posts shall be constructed of **5" aluminum tube with 5" round end caps** mechanically pressed into top ends, and shall measure 136" before the 2-1/2" high caps. All hardware shall be **Fastener Style A**. The

track, trolley weldment, crossbars, crossbar clamps, "T" receptacles, posts, end caps, and clamp ring halves shall be finished in **Mira-Cote**.

- **FENCE SYSTEM** shall be some of combination of fence posts, 4' x 36-5/8" tall fence sections, 8' x 36-5/8" tall fence sections, and/or archways, offering virtually limitless configuration possibilities. The fence system components shall meet structural integrity, protrusion, and entrapment guidelines set forth by ASTM, CPSC, and CSA for like components. This fence system shall not be considered playground equipment, and protective surfacing to 6' around the fence shall not be required. However, this shall not permit the exclusion of protective surfacing which is required for playground equipment whose 6' protective surfacing area may intersect that of the fence. The fence sections shall consist of a **welded** assembly handrail system with a top and bottom rail constructed of **1" pipe**, and infill, which shall consist of uprights constructed of **1" tube**. The archway shall be a single piece, "U" shaped component constructed of **5" tube**, measuring 4' from leg center to leg center. Model # 714-555 shall be constructed of **5" tube, 11 ga.** with a **5" round end cap** pressed into its top end. Model # 714-555-2 shall be constructed of **5" aluminum tube** with a **5" round end cap** pressed into its top end. Model # 714-555-3 shall be constructed of **5" tube** with a **5" round end cap** pressed into its top end. The fence system shall contain **Versalok Fasteners and Fastener Style A** hardware. The fence sections, posts, archway, and clamps shall have a **Mira-Cote** finish.

- **MIRACLE TIMBERS** shall be used to surround or enclose playground areas. Model # 440, # 440R, # 440-1, and # 440-1R Male and Female Length Adapters shall permit installers to shorten Timber sections to achieve closure of Timber framework. Model # 440-12 and # 440-12R shall be **Rockite** barriers molded to resemble a brick wall section 12" high. Model # 440-24 and # 440-24R shall comprise two single sections stacked to resemble a brick wall 24" high. Model # 440-3 and # 440-3R Timber Opening Kits shall comprise two Rounded End Caps to form an opening, and one Male Length Adapter used to give Timber two male ends rather than one. Miracle recommends an opening of 36" minimum. All barrier sections shall be supplied with stakes which hold the timbers together and in place. The Miracle Timbers shall be constructed of **Rockite** or recycled **Rockite** and shall measure 4" thick x 12" high x approximately 76" long. Each of two End Adapters shall have a female end and a rounded end to create an opening in the Timber framework. End Caps shall be constructed of **Rockite** or recycled **Rockite** and shall measure 4" thick x 12" high x approximately 20" long. Recycled **Rockite** shall be produced from resins obtained from finished **Rockite** trim which has been cut, ground, and pulverized into a powdered state. Male and Female Length Adapters shall contain stubs for staking the final timber and two stubs to be inserted and fastened (in the field) into the end of a cut timber. Male Length Adapter used in Timber Opening Kit shall be used to fix one timber for mating a Rounded End Cap. Both models shall be constructed of **Rockite** or recycled **Rockite** measuring 4" thick x 12" high x 12" long. The stakes shall be constructed of 3/4" hot dipped galvanized steel bar either 30" (for single timbers) or 42" (for double-stacked.) Two stakes shall be required per timber section, 36" on center. Stakes positioned at timber section ends shall be shared by other sections. All hardware shall be **Fastener Style A**. Timbers, End Caps and Adapters shall have color molded in. Recycled **Rockite** components shall be available only in black. The stakes shall have a galvanized finish.

- **ACCESS RAMP FOR MIRACLE TIMBERS** shall be designed to provide a gradual slope to traverse from ground level up onto the protective surfacing materials which fill a Timber closure. The assembly shall contain two ramp sections, a Single Timber, a Single Timber with Two Male Ends, and 13 stakes. Upon installation, loose-fill protective surfacing must fill Timber closure and overlay enclosed section of Access Ramp to apex level. The interlocking ramp sections shall be constructed of 1/4" thick Rockite or Recycled Rockite measuring 66" long by 40" wide with a 4-1/2" stub molded in, a rise of 6-1/2" and 2-1/2" side rails. Timbers shall be constructed of Rockite or Recycled Rockite and shall measure 4" thick by 12" high by approximately 76" long. Recycled Rockite is produced from resins obtained from finished Rockite trim which has been cut, ground, and pulverized into a powdered state. Stakes shall be constructed of 3/4" hot dipped galvanized steel bar 30" in length. Rockite components shall have color molded in. Recycled Rockite shall be available in black only. Stakes shall have a galvanized finish.

- **TRIM TIMBERS** shall be used to surround or enclose playground areas. Trim Timbers shall be manufactured from high-density polyethylene with U.V. inhibitors. The ground stake shall be a 28" long x 1/2" diameter hot-dipped galvanized steel stake.

- **BORDER TIMBERS** shall be used to surround or enclose playground areas. Border Timbers shall be constructed of HDPE and shall measure 4-1/4" thick x 12-3/8" high x approximately 53" long. The stakes shall be constructed of a 5/8" hot dipped galvanized steel bar, 30" in length. Two stakes are required per timber section, approximately 48" on center. Stakes are shared with adjoining timber sections. Washers shall be a 5/8" steel flat washer. Dimensions shall conform to ANSI Type A, Series W, plain washers. Timbers shall have color molded in and are only available in black. The stakes shall have a galvanized finish. Washers shall be zinc plated.

- **MIRACLE TIMBER SANDBOX** shall be constructed of Rockite or Recycled Rockite 12" Miracle Timbers. A Miracle Timber shall be a Rockite barrier molded to resemble a brick wall section 12" high. Model # 1140 shall be a 6" x 12" above ground sandbox. Model # 1140R shall utilize components constructed from recycled Rockite. The Miracle Timbers shall measure 3" thick x 12" tall x approximately 76" long. The stakes which ground the Miracle Timbers shall be constructed of 3/4" hot dipped galvanized steel bar. Optional seats shall be designed to mount diagonally atop sandbox assembly corners. The seats shall be constructed of Mira-Lene. Model # 1140-S2 shall contain routed designs of a nautical theme. The triangular seats shall have rounded corners and shall measure approximately 30" by 30" by 42". The seat assemblies shall contain Fastener Style A hardware. The Miracle Timbers and seats shall have molded in color. Miracle Timbers constructed of recycled Rockite shall be available only in black. The stakes shall have a galvanized finish.

- **SAND AND WATER PANEL** shall be basin and backboard assemblies available for installation below decks or as freestanding models, in single and back-to-back configurations. The basin assembly shall comprise a 28-3/4" x 18-1/4" x 6" ABS plastic basin mechanically fastened to a platform frame of Mira-Lene, to be field assembled to a Mira-Lene backboard panel using a mounting angle of 11 ga. A-60

Galvannealed. The basin assembly shall mount to the posts in the field using a rung of 1" pipe with welded 11 ga. G-90 galvanized mounting brackets, and a front leg comprising a 2" pipe upright with an 11 ga. mounting bracket welded to its top end. Freestanding models shall be shipped with posts constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened to top ends. Versalok Fasteners for deck and component attachment shall be aluminum alloy. All hardware shall be Fastener Style A. The Versalok Fasteners shall be finished in Mira-Cote.

• FREESTANDING (GROUND-LEVEL) EQUIPMENT

• ATHLETIC EQUIPMENT [BB]

- **TETHERBALL COMPONENTS** shall include either a complete set or individual components. Model # 282-222 shall have components for a complete Tetherball game. Model # 283-255 (pole) and # 283-850 (tetherball with rope) shall be parts of the Tetherball assembly, which may be purchased separately. The pole shall be constructed of 2" pipe. A 2" end cap of 16 ga. A-60 Galvannealed with a welded "U" shaped, 0 ga. zinc plated steel wire shall be welded to the top end of the pole. The tetherball shall be constructed of 1200 yards of 210 Denier nylon windings plus 1-ply cloth covering a 2-ply butyl bladder, with a reinforced, recessed rope attachment and Soft Touch Composition outer cover. The rope shall be a nylon braided rope. The snap ring shall be cast malleable iron measuring 3-1/4" with a 3/8" eye and a snap opening of 5/16". The ground sleeve shall be constructed of 2-1/2" Sch 40 pipe with a 3" washer of 7 ga. sheet and a stake constructed of 1-1/4" pipe, solid welded. The pole assembly shall have a galvanized finish with aluminum at the welds. The snap ring shall be zinc plated. The ground sleeve shall have a galvanized finish.

- **SOFTBALL BACKSTOP, NO HOOD** shall be a galvanized assembly. The frame uprights shall be 2" Sch 40 pipe, 11'-6" long. The horizontal rails shall be constructed of 1-1/4" pipe. The 2" post caps shall be cast aluminum. The fabric shall be a 9 ga. 2" mesh, galvanized after weaving. The tension bars shall be 1/4" x 3/4" galvanized steel. The tension bands shall be 14 ga. 3/4" pressed steel. The brace bands shall be 12 ga. 3/4" pressed steel. The 1-5/8" rail ends shall be die cast steel. All fastener hardware shall be Fastener Style A or ASTM-A153 mechanically galvanized steel.

- **SOFTBALL BACKSTOP, WITH HOOD** shall be a galvanized assembly, except for fittings which shall have an aluminum paint finish. The frame uprights shall be 2" Sch 40 pipe, 11'-6" long. The middle and base rails shall be constructed of 1-1/4" pipe. The back top rails shall be constructed of 1-1/2" pipe. The side and corner top rails shall be constructed of 1-1/2" Sch 40 pipe. The top front rail shall be constructed of 2" pipe. The fabric shall be a 2" mesh, galvanized after weaving; 11 ga. on hood, 9 ga. on backstop. The tension bars shall be 1/4" x 3/4" galvanized steel. The tension bands shall be 14 ga. 3/4" pressed steel. The brace bands shall be 12 ga. 3/4" pressed steel. The 1-5/8" rail ends shall be die-cast steel. The fittings shall be constructed of 2" Sch 40 pipe with a spine of 2-1/2" Sch 40 pipe, 5/8" hex nuts, and a cap of 7 ga. sheet, solid welded. All fastener hardware shall be Fastener Style A or ASTM-A153 mechanically

galvanized steel.

- **BASEBALL BACKSTOP, WITH HOOD** shall be a galvanized assembly, except for fittings which shall have an aluminum paint finish. The frame uprights shall be 2" Sch 40 pipe 11'-6" long. The vertical hood posts shall be 2" pipe 9'-7" long. The top front and corner hood rails shall be constructed of 1-1/2" Sch 40 pipe. All other horizontal rails shall be constructed of 1-1/4" pipe. The fabric shall be a 2" mesh, galvanized after weaving; 11 ga. on hood, 9 ga. on backstop. The tension bars shall be 1/4" x 3/4" galvanized steel. The tension bands shall be 14 ga. 3/4" pressed steel. The brace bands shall be 12 ga. 3/4" pressed steel. The 1-5/8" rail ends shall be die cast steel. The fittings shall be constructed of 2" Sch 40 pipe with a spine of 2-1/2" Sch 40 pipe, and 5/8" hex nuts, solid welded. The top lug fitting shall consist of a cap of 7 ga. sheet, a lug of 1/4" x 1-1/2" flat, and a stub of 1-1/2" Sch 40 pipe, solid welded. All fastener hardware shall be Fastener Style A or ASTM-A153 mechanically galvanized steel.

- **SOCCER GOAL** shall be finished in white Perma-Guard. The cross bar shall be constructed of 4" square tube measuring 24' long. The legs shall be constructed of 4" square tube. A stub constructed of 1-1/2" pipe for attachment to the back support and a stub of 7 ga. sheet for attachment to the cross bar shall be welded to the top of each leg. The back support assemblies shall be constructed of 2" pipe with a 1/2" weld nut at each top end for attaching the supports to the leg assemblies.

- **BASKETBALL COMPONENTS** shall be available as individual accessories or as packages, which include the following components: post, backboard, hoop rim, and net. Posts: The post for Model # 360-740 shall be constructed of 3" pipe. The posts for Model # 360-127 and # 360-566 shall each be 194" long and constructed of 5" tube. The post for all other models shall be constructed of 4" pipe. The 3-1/2" O.D. post for the fixed height models shall be 186" long before bending. After bending, there shall be a 32" overhang. The 4-1/2" O.D. post for the fixed height models shall be 208" long before bending. After bending, there shall be a 48" overhang. At the beginning of the bend shall be 5/8" diameter holes for bolting the support braces to the post. Two 1/2" weld nuts shall be on 3-1/2" centers for securing the stub in the post with set screws. The 4-1/2" O.D. post for the adjustable height models shall be 188" long. Extensions: Extensions for models with adjustable height goals shall be constructed of 7 ga. sheet. Support Braces: The braces shall be of 1-1/2" tube, 63-1/4" long. Hoop Assembly: The hoop rims shall be H. R. round bar, rolled to an inside diameter of 18". The single rim models and bottom rim of the double rim models have twelve wire forms welded around the diameter to accommodate the net. The gusset and rim support brace plate shall be constructed of 7 ga. sheet. Nylon Cord Net (Model # 103-100): The net shall be made of heavy duty braided nylon cord. Chain Net (Model # 851-661): The steel net shall be fabricated of #3 twin loop chain with 12 ga. "S" hooks. Heavy Duty Chain Net (Model # 851-661-1): The steel net shall be fabricated of 2/0 straight link coil chain with 7 ga. "S" hooks. Steel Backboards: The fan shaped steel backboards shall be constructed of 10 ga. A-60 Galvannealed steel measuring 55-3/4" wide x 38" high at the center. The rectangular steel backboard shall be constructed of 12 ga. A-60 Galvannealed steel measuring 22-3/8" wide x 48-11/64" high at the center, with two stiffening channels of 11 ga. A-60 Galvannealed. Reinforcing angles and brace tie

angles shall be constructed of 1-1/2" x 1-1/2" x 1/8" steel angle. The bolting plate shall be constructed of 7 ga. sheet. The backboard assemblies shall be solid **welded**. **Aluminum Backboards:** The fan shaped backboard shall be constructed of **aluminum alloy** and shall measure 54" wide x 35" high at the center. The brackets shall be two piece assemblies solid **welded** with each piece constructed of 1-1/2" x 1-1/2" x 3/16" steel angle. **Stub Assembly:** The stub shall be constructed of 3-7/8" O.D. tube. The tube material shall be fabricated in the same manner as the support braces. The stub plate shall be constructed of 7 ga. sheet. All hardware shall be **Fastener Style A**. The post, hoop, and stub assembly shall be finished in **Perma-Guard**. The steel backboards shall have a white **Mira-Cote** finish.

• BLEACHERS [BL]

- **BLEACHERS** shall be available in 3, 4, 5, 10 and 15 row configurations 15' wide. Each assembly shall comprise frame sections, braces, footboards, seatboards, and endcaps, and in some cases, heelboards and toeboards. Castors shall be optional for 3, 4 and 5 row models. Each assembly shall be designed to meet UBC/BOCA guidelines. Five, 10 and 15 row models shall feature side and rear enclosure assemblies.

All powder coated steel components shall be constructed of **A-60 Galvannealed**. All remaining galvanized finished components shall be constructed of **G-90 galvanized**.

FRAMES: Frames shall consist of base rails, footboard supports, upright supports, and seat mounts, all constructed of 1-3/4" x 1-3/4" x 3/16" angle, and cross brace mounts of 1-1/2" x 1-1/2" x 3/16" angle. Frame sections shall have one upright support per row and shall be available in 3, 4, 5, 10 and 15 row models. Cross braces shall be constructed of 1/4" x 1-1/2" flat. Footboard supports shall be placed lower than the seatboard supports. Row depth shall be 24-1/4". The vertical pitch for each row shall be 6". Frame section assemblies shall be solid **welded**. All bleacher frames shall be designed to meet UBC codes. Frames shall be fabricated of galvanized steel.

ENCLOSURE ASSEMBLY (5, 10 & 15 Row Models only): The rear support frame assembly shall consist of a mount, support braces, and uprights. The mounts shall be constructed of 1/4" x 2" flat with four 1/2" x 7/8" slots placed to align with holes on the bleacher frame. The support braces and uprights shall be constructed of 2" x 3" x 3/16" angle. The side and rear enclosures shall be constructed of 1-1/4" **square tube** x 16 ga. wall with 1/2" square bar spokes, formed and solid **welded**, with **plastic pipe plugs** inserted in open ends. The assembly shall be painted aluminum. Side enclosures shall be mounted to seatboards in the field using bracket assemblies constructed of 1-1/4" **square tube** x 16 ga. wall, with a 1/4" x 1-1/2" tab on one end, solid **welded** to 1-3/4" x 1-3/4" x 3/16" angle. For 10 and 15 row models shall also include enclosure brace assemblies constructed of 1-1/4" **square tube** x 16 ga. wall with 7/16" threaded inserts solid **welded** in each end.

FOOTBOARDS/SEATBOARDS: The footboards and seatboards shall be constructed of steel or aluminum. The boards shall be single plank sections used alone or in combination to form lengths of 15'. Slots of 3/8" x 3/4" shall be punched at locations in the planks to align with holes in the bleacher frame. Steel footboards shall

have a dimpled pattern and shall be constructed of 16 ga. galvanized sheet. Steel seatboards shall be constructed of 12 ga. galvanized sheet. Aluminum footboards and seatboards shall be constructed of 6063-T6 **aluminum alloy**. Aluminum footboards and seatboards shall come with 1-3/8" wide pinch plate clips of aluminum extrusion, each with an 11/32" x 1" slot positioned 1/2" from the side and 5/16" from the end of the clip.

HEELBOARDS: Heelboards shall be constructed of 18 ga. steel in sections 89" long.

TOEBOARDS: Toeboards shall be constructed of 18 ga. galvanized steel, 4-1/4" x 1-1/2" in section lengths of 7'-5". Toeboard connectors shall be constructed of 18 ga. **G-90 galvanized steel**, 8-3/8" x 4-1/8" x 1-3/8". Toeboard endcaps shall be assembled to toeboards in the field and shall be constructed of aluminum extrusion, 4-1/4" x 1-5/8" x .078 wall.

ENDCAPS: Endcap Model # 857-206 and # 850-675 shall be constructed of 16 ga. **A-60 Galvannealed** sheet. Endcap Model # 857-293, # 857-294, # 857-404, and # 857-405 shall be fabricated of extruded aluminum and beveled, rounded, deburred and smoothed. Model # 1065-4 shall be constructed of 14 ga. **A-60 Galvannealed** sheet. Endcaps shall be finished in the same manner as the boards to which they shall be attached.

CASTORS: Wheels shall be constructed of hard rubber tread around a hard rubber core, with straight sleeve Delrin bearings and a tread hardness of 75 to 85 Shore D. The wheel shall measure 5" diameter x 1-1/4" in width. The yoke shall be constructed of 13 ga. galvanized steel. The assembly shall feature a 7/16" threaded post to attach to bleachers and a nut and bolt axle with a large "wing nut" style side brake. Each castor shall have a load capacity of 780 lbs.

All fastener hardware shall be **Fastener Style A**.

Powder coated components shall be finished in **Mira-Cote**. All other steel components shall have a hot dipped galvanized finish. The enclosure assembly shall have a galvanized finish. Aluminum seatboards shall have a silver anodized #204R1 finish which shall conform to the Aluminum Association Architectural Standard AA-C22A31.

• BENCHES [BN]

- **RECYCLED PLASTIC BENCHES** shall comprise frame assemblies with recycled plastic slats for in-ground installation. The slats for flat benches and backless contour benches shall be 4" x 4" x 6' or 8' recycled plastic. The slats for the contour benches with back shall be 2" x 4" x 6' or 8' recycled plastic. The frame assemblies shall be constructed of 2" x 3" x 3/16" rectangular tubing, 32" long. Flat benches with and without backs shall have a support brace of 1/4" x 3" x 14-1/2" flat or 36" flat **welded** to the legs. The backless contour benches shall have two support braces and a seat strap constructed of 3/8" x 3" flat **welded** to the legs. Contour benches with back shall have a support brace of 3/8" x 4" flat **welded** to the legs and a center seat brace of 3/8" x 4" flat, bent and punched to receive the slats. The tubing shall be fabricated of 1010 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and shall be

tested in accordance with ASTM E-8. The minimum mechanical properties of the tubing shall be a yield strength of 50,000 p.s.i. and a tensile strength of 55,000 p.s.i. All hardware shall be **Fastener Style A**. The frame assemblies shall be finished in **Mira-Cote**. The recycled plastic shall have color molded in.

- **SWINGING PARK BENCH** shall include Model # 1214, a freestanding park swinging bench, 6' long. The seat and back shall consist of three metal slats each. There shall be restrictive chains to prevent excessive movement. The support arms shall be constructed of 2" **pipe**, 109" long before bending. The upper end shall have a 4" straight section before the 12" radius bend. The bottom section shall be 86-3/4" before the radius bend. A 3/8" wire form shall be **welded** 38" from its bottom and a cap shall be **welded** on the top open end. Open ends shall be closed by caps of 16 ga. **A-60 Galvannealed** sheet. The inside arms shall be constructed of 1-1/4" **pipe** 104" long before bending. Six 3/8" diameter holes shall be drilled for attachment to the slats. A clevis shall be **welded** in the top end for bolting to the hangers. The open end shall be capped. A 3/8" wire form shall be **welded** near the bottom and back of the arm. Open ends shall be closed by caps of 16 ga. **A-60 Galvannealed** sheet. The metal slats shall be constructed 16 ga. **A-60 Galvannealed** sheet 72" long x 4" wide x 1-5/8" deep with an under lip of 7/8". The slats shall have end caps also constructed of 16 ga. **A-60 Galvannealed** sheet. The swing hangers and clevises shall be constructed of 60-40-18 ductile iron in compliance with ASTM A-536 specifications. Pinch plates shall be constructed of 1/4" x 3-1/4" aluminum flat. The safety chain shall be constructed of 4/0 **straight link coil chain**, which shall be hot dipped galvanized with a working load limit of 2650 pounds. All fastener hardware shall be **Fastener Style A**. The support and inside arms and safety chains shall have a galvanized finish. The metal slats shall have a **Mira-Cote** finish. The swing hangers shall be zinc plated and finished in **Mira-Cote**. The clevis shall have a zinc plate finish. The pinch plates shall have a mill finish.

- **ONE PIECE ALL METAL BENCHES (PERMANENT)** shall be one-piece seat and one-piece back, durable all metal benches designed for permanent installation. Model # 1246 shall be 6' long. Model # 1248 shall be 8' long. The seat and back boards shall be constructed of die-formed 16 ga. **A-60 Galvannealed** sheet with end caps constructed of die-formed 14 ga. **A-60 Galvannealed** sheet. The boards shall be 9-1/2" wide x 2-1/4" deep. The pinch plates shall be used to secure the seat and back boards to the leg assemblies and shall be constructed of 1/4" x 1-1/2" flat sheet. The leg assemblies each shall consist of a seat support stub, a vertical back support/leg, and end caps. The leg assembly shall be fabricated of 2" **pipe**. The end caps, which shall close the open ends of the leg assembly, shall be constructed of 16 ga. **A-60 Galvannealed** sheet. The entire assembly shall be solid **welded**. All hardware shall be **Fastener Style A**. The seat and back boards, and end caps shall have a **Mira-Cote** finish. The pinch plates shall be finished in **Perma-Guard**. The leg assemblies shall have a galvanized finish.

- **6' ALUMINUM BENCHES** shall be one-piece seat and one-piece back, 6' aluminum benches attached to steel frames. Model # 1252 and # 1253 shall be designed for permanent installation. Model # 1252-1 and # 1253-1 shall be designed to be portable. The 6' seat and back boards shall be extruded aluminum with a minimum thickness of not less than .078" and shall have a fluted nonskid surface. The boards shall be 9-

1/2" wide x 1-1/2" deep. There shall be internal beams located 3" from each side of the boards. The boards shall be designed to support a live load of not less than 120 lbs per linear foot. The bolting clips shall be extruded aluminum and shall be 2" long x 1-3/8" wide x 1/4" thick. The clips shall have grooves to prevent slipping by fitting over the board channels. An offset hole 1" long x 3/8" wide shall allow the clip to be turned if necessary for better hole alignment. The end caps shall be fabricated of an aluminum extrusion and beveled, rounded, deburred and smoothed. The leg assemblies for Model # 1252 and # 1253 each shall consist of a seat support stub, a vertical back support/leg, and end caps. The leg assemblies for Model # 1252-1 and # 1253-1 each shall consist of a seat support stub, a vertical back support/leg, base, and end caps. The leg assembly shall be fabricated of 2" pipe. The end caps, which shall close the open ends of the leg assembly, shall be constructed of 16 ga. A-60 Galvannealed sheet. The entire assembly shall be solid welded. The connector shall be constructed of 1-1/4" pipe 50-3/4" long. All hardware shall be Fastener Style A. The seat and back boards for Model # 1252 and # 1252-1 shall have a Mira-Cote finish. The seat and back boards for Model # 1253 and # 1253-1 shall have a silver anodized #204R1 finish which shall conform to the Aluminum Association Architectural Standard AA-C22A31. The end caps shall have a mill finish. The leg assemblies and connectors shall have an aluminum enamel finish.

- **SUPER SLAT METAL BENCHES** shall be metal slat seat and back, 6' and 8' benches attached to steel frames. Model # 1256 and # 1258 shall be designed for permanent installation. Model # 1257 and # 1259 shall be designed to be portable. The 6' and 8' seat and back boards shall be constructed of 14 ga. A-60 Galvannealed sheet. The ends of the boards shall be closed with welded end caps constructed of 16 ga. A-60 Galvannealed sheet. The bolting clips shall be 1/4" X 3/4" aluminum flat sheet. The leg assemblies for Model # 1256 and # 1258 each shall consist of a seat support stub, a vertical back support/leg, and end caps. The leg assemblies for Model # 1257 and # 1259 each shall consist of a seat support stub, a vertical back support/leg, base, and end caps. The leg assembly shall be fabricated of 2" pipe. The end caps, which shall close the open ends of the leg assembly, shall be constructed of 16 ga. A-60 Galvannealed sheet. The entire assembly shall be solid welded. The connector shall be constructed of 1-1/4" pipe 50-3/4" long. All hardware shall be Fastener Style A. The seat and back boards and end caps shall have a Mira-Cote finish. The clips shall have a silver anodized #204R1 finish which shall conform to the Aluminum Association Architectural Standard AA-C22A31. The leg assemblies and connectors shall have an aluminum enamel finish.

- **MIRA-THERM II BENCHES** shall be portable or permanent PVC-dipped, punched steel park benches with backs in 6' and 8' lengths. The seatboards shall measure 10" x 72" (or 96") x 2" thick. Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid welded braces of 1/4" x 1-1/4" flat. Seatboard brackets shall be constructed of 11 ga. galvanized 1-1/2" x 2" x 7-1/2" angle containing 7/16" diameter holes and 7/16" x 7/8" slots. Leg assemblies each shall consist of a seat support welded to a vertical support which serves as the leg and back bracing. The assembly shall be fabricated of 2" pipe with seat brackets made of 7 ga. galvanized sheet,

solid welded, drilled and formed. Open pipe ends shall be capped with 16 ga. galvanized steel, die-formed and welded caps. Model # 1266-1 and # 1268-1 shall require a stabilizing connector constructed of 1" pipe, 47-1/16" or 65-5/16" long. The assembly shall contain Fastener Style A hardware. The seatboards shall be finished in Mira-Therm. The legs and connector shall be finished in Mira-Cote.

- **6' ENCLOSED METAL SLAT BENCHES** shall be enclosed benches. Model # 1270 and # 1271 shall be 6' metal slat benches consisting of three seat slats and three back slats, all supported by two frame assemblies. Model # 1270 shall be designed for permanent installation, while Model # 1271 shall be designed for portable use. The slats shall be constructed of 16 ga. A-60 Galvannealed, drilled and formed. The two leg assemblies shall each be constructed of 2" x 3" x 3/16" rectangular tube, solid welded. All open ends shall be capped. The aluminum end castings shall be approximately 1/4" in thickness and 1-3/4" wide with receptacles for holding slats and legs. They shall be precast and ready for assembly. All hardware shall be Fastener Style A. The metal bench slats, legs and castings shall be finished in Mira-Cote.

- **ORNATE BENCH WITH BACK** shall be an attractive and durable outside bench. Model # 1274 shall be a wood slat bench ergonomically designed for maximum comfort and finished to allow for outdoor use. The slats shall be 3/4" x 3-1/2" x 68-5/8" red oak. The bench leg assemblies which serve as the sides of the bench shall be sand casted cast iron approximately 23" x 31" tall. The seat height shall be approximately 17-1/2" tall. The feet on each leg assembly shall be 18-1/2" apart, end to end. The seat brace shall be formed of 1/4" x 3" x 30-1/4" flat steel. All hardware shall be Fastener Style A. The slats shall have four coats of a combination dark stain sealer. The bench legs shall be finished in black Perma-Guard. The seat brace shall have a black Mira-Cote finish.

- **ORNATE BENCH (STEEL SLATS)** shall be an attractive and durable outside bench. Model # 1277 shall be a metal slat bench ergonomically designed for maximum comfort and finished to allow for outdoor use. The slats shall be 13/16" x 3-1/2" x 68-5/8" with clips welded at each slat end for attachment to bench legs. The slats shall be die-formed 16 ga. A-60 Galvannealed steel sheet. The clips shall be 11 ga. A-60 Galvannealed steel sheet. The bench leg assemblies, which serve as the sides of the bench, shall be sand casted cast iron approximately 23" x 31" tall. The seat height shall be approximately 17-1/2" tall. The feet on each leg assembly shall be 18-1/2" apart, end to end. All hardware shall be Fastener Style A. The slats shall have a Mira-Cote finish. The bench legs shall be finished in black Perma-Guard.

- **ONE PIECE METAL BENCH (PORTABLE)** shall be one-piece seat and one-piece back durable all metal benches designed to be portable. Model # 1246-1 shall be 6' long. Model # 1248-1 shall be 8' long. The seat and back boards shall be constructed of die-formed 16 ga. A-60 Galvannealed sheet with end caps constructed of die-formed 14 ga. A-60 Galvannealed sheet. The boards shall be 9-1/2" wide x 2-1/4" deep. The pinch plates shall be used to secure the seat and back boards to the leg assemblies and shall be constructed of 1/4" x 1-1/2" flat sheet. The leg assemblies each shall consist of a seat support stub, a vertical back support/leg, a base, and end caps. The leg assembly shall be fabricated of 2" pipe. The end caps, which shall close the open ends

of the leg assembly, shall be constructed of 16 ga. A-60 Galvannealed sheet. The entire assembly shall be solid welded. The connector shall be constructed of 1-1/4" pipe, with a 7/16" flange nut welded in each end. All hardware shall be Fastener Style A. The seat and back boards and end caps shall have a Mira-Cote finish. The pinch plates shall be finished in Perma-Guard. The leg assemblies shall have a galvanized finish.

- **PVC TOT BENCHES** shall be PVC-dipped punched steel benches featuring seat and back with rounded edges for enhanced comfort and safety. The back and seatboards shall measure 72" long by 10" deep by 2" tall with rounded edges. Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid welded braces of 1/4" x 1-1/2" flat. The leg assemblies shall comprise an upright with a 10" bend and a horizontal seat support solid welded. Each shall be constructed of 1-1/4" pipe, 10 ga. The seat support shall have a mounting plate constructed of 7 ga. sheet. Uprights for portable Model # 1313-1 shall be welded to a perpendicular ground support also constructed of 1-1/4" pipe, 10 ga. Each upright for surface mounting Model # 1313-2 shall have a mounting bracket constructed of 1/4" x 2" flat solid welded on its bottom end, with plastic pipe plugs closing open ends. Each assembly shall contain Fastener Style A hardware. The back and seatboards shall be finished in Mira-Therm. The legs and brace shall be finished in Mira-Cote.

- **LEGACY PARK BENCHES** shall be available with or without backs, and with or without armrests. Bench frame shall be manufactured from 12 ga. 2-3/8" (60.3 mm) O.D. in-line galvanized steel tubing. The bench frame and armrests shall be coated with a baked-on electrostatically applied polyester dry powder coating. Bench seats and backs shall be manufactured from 13 ga. hot rolled pickled in oil sheet steel, and shall have 11 ga. bracing. The seat and back shall have a 30-40 mil coating of a baked on fluidized bed polyethylene copolymer based thermoplastic powder. Armrests shall be manufactured from 1-5/8" (42.2 mm) O.D. in-line galvanized steel tubing. Assembly hardware shall be stainless steel.

- **LEGACY PLAYGROUND BENCHES** shall comprise posts and seats, and shall be available with or without back add-ons. Bench posts shall be constructed of a welded assembly made from 7 ga. (4.5 mm) pregalvanized sheet steel, 2-3/8" (60.3 mm) dia. Tube, and 5" (127 mm) dia. tube. The seat shall be made from 11 ga. (3.0 mm) pregalvanized sheet steel. Components shall be coated with a baked-on electrostatically applied polyester dry powder coating. All assembly hardware shall be stainless steel.

- **CONTEMPO BENCHES** shall be manufactured from 25.4mm x 76.2mm (1" x 3") rectangular 11 gauge HRPO steel tubing, 7 gauge HR sheet steel seats and arm rests, & 9mm (3/8") HR sheet steel end frames. The rectangular tubing shall be capped off with a cast aluminum cap. The bench and cap shall be coated with a baked-on electrostatically applied polyester dry powder coating.

- **BENCH LEG EXTENSION** is designed to extend the legs of permanent benches (Model #s 12021, 1246, 1248, 1252, 1253, 1256, 1258, 1266, and 1268) by 12" so they can be installed with 12" of loose

surfacing. Berch leg extension shall be constructed of 2" pipe, 17" in length, mashed at one end. Two 7/16" holes shall be factory-drilled through both walls of mashed end. All hardware shall be **Fastener Style A**.

• CLIMBERS [CL]

- **WEBSAPES ACTIVITY NETS** shall be freestanding climbers comprising interlinked ropes anchored to the ground at corners which ascend to the apexes of central masts. The nets shall be constructed of 18mm diameter, steel reinforced nylon braided rope with heavy duty aluminum joints hydraulically pressed into position (with a bursting strength in excess of 2.5 metric tons), CNC machined top caps, galvanized foundation steelwork, and one or two central masts of 5" tube, 11 ga. The nylon rope shall be specially woven to produce a durable yet extremely soft covering. The rope shall have a minimum safe working load of 9000 kg and shall comply with ISO R114/DS2114 and ISO 2232. The assembly shall contain **Fastener Style A** hardware. The masts shall be finished in **Mira-Cote**. The nylon braided rope shall be available in a variety of colors.

- **CARGO CLIMB-OVERS** shall be climbing challenges designed to help children develop hand-to-eye coordination, balance, and muscle control. These components can either be freestanding or deck mounted. Model #s 714-845-645, 718-845-645, and 704-845-645 shall consist of six 1" tube rungs solid welded to three vertical supports of PVC coated chain. Model #s 714-865-685, 718-865-685, and 704-865-685 shall consist of six 1" tube solid welded to four vertical supports of PVC coated chain. The chain shall be attached to an anchor and top rail by 5/16" "S" hooks. The cargo climber shall measure 84-1/8" in length. The 24-1/8" run shall be constructed of 1" pipe. The anchor for Model #s 714-845-645, 718-845-645, and 704-845-645 shall be constructed of 1" pipe, formed, with three "U" shaped loops of 5/16" diameter wire welded to the top. The anchor for Model #s 714-865-685, 718-865-685, and 704-865-685 shall be constructed of 1" pipe, formed, with four "U" shaped loops of 5/16" diameter wire welded to the top. The top rail for Model #s 714-845-645, 718-845-645, and 704-845-645 shall be constructed of 2" pipe with three "U" shaped loops of 5/16" diameter wire welded to the top. The top rail for Model #s 714-865-685, 718-865-685, and 704-865-685 shall be constructed of 2" pipe with eight "U" shaped loops of 5/16" diameter wire welded to the top. All **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. All fastening hardware shall be **Fastener Style A**. The top rail, anchor, and **Versalok Fasteners** shall have a **Mira-Cote** finish. The cargo climb-over shall be PVC coated.

- **KIDROX** models shall be climbing challenges based on natural rock formations with foot and hand holds strategically designed by climbing professionals to be more "climbable." The durable fiberglass "rock formations" shall provide a thrilling play experience that aids in the development of strength, agility, confidence and coordination. All models shall feature a granite-like texture (silica embedded) with a U.V.-resistant, natural-look finish and transparent, sacrificial anti-graffiti coating.

Designed for use as a freestanding climbing challenge, Mt. Hood shall have approximate dimensions of 7'-6" long by 5'-0" wide by 3'-6" high with a weight of 350 lbs. Mt. Rainier shall be a J-shaped formation

designed for use as a freestanding climbing challenge. Its approximate dimensions shall be 12'-6" long by 8'-4" wide by 7'-0" high with a weight of 900 lbs. Mt. Kilimanjaro shall be a Y-shaped formation designed for use as a freestanding climbing challenge, as access to a 6' or 8' deck, or as a climber between 6' and 8' decks. Its approximate dimensions shall be 12'-0" long by 6'-0" wide by 9'-6" high with a weight of 1,500 lbs. Finished heights shall vary with installation and surfacing. Unloading and installation shall require a forklift or small crane with lifting straps.

Kidrox models shall be constructed of silica-embedded fiberglass with the molds based upon natural stone outcroppings. Each model shall have factory-assembled mounting brackets constructed of 1-1/2" angle iron. In ground models shall have 4/0 straight link coil chain looting anchors fastened to the mounting brackets. The assembly shall contain **Fastener Style A** hardware. Kidrox models shall have color Gelcoat molded in with a transparent, sacrificial anti-graffiti coating applied at the factory. Mounting brackets shall have a polyester powder coat finish. Chains shall have a galvanized finish.

- **BOULDER RIDGE ROCK WALLS** shall be exciting climbing challenges rising 7' from finished grade, with outstanding design versatility. Each wall shall comprise interlocking sections resembling natural stone formations with strategically placed handholds and footholds. The wall sections can be set within a range of relative angles and are reversible for a wide variety of configurations. The handholds are either molded in or fastened back-to-back through the wall sections for maximum stability and durability. A minimum 6' unobstructed use zone containing ample protective surfacing for 8' fall height must surround all surfaces of the Rock Wall. Each wall section shall be molded from linear low density polyethylene. The handholds shall be molded from a plastic resin. The steel posts shall be fabricated from pre-galvanized 3.5" diameter steel tubing. The steel post caps shall be constructed of 11 ga. sheet steel. The assembly shall include **Fastener Style A** hardware. The wall sections and handholds shall have color molded in. The end caps shall have a baked-on, electrostatically applied polyester dry powder coating.

- **MATTERHORN** climbers, available in 2-Way, 3-Way, and 4-Way models, shall be freestanding bumper ladders that connect to a center post. The center post shall be constructed of 5" tube with a 5" round end cap mechanically fastened to its top end. Each rail shall be constructed of formed 1" pipe, 10 ga., with "top" shaped bumpers constructed of Rockite measuring 18" high by 19" wide fastened to it at the factory using tamper-proof hardware. The mounting hub shall comprise a ring constructed of 5" Sch 40 pipe with solid welded sleeves of 1" pipe. The assembly shall contain **Fastener Style A** hardware. The bumpers shall have color molded in. The post assembly, rails and hub shall have a **Mira-Cote** finish.

- **TARANTULA CLIMBER** shall comprise a horizontal top ring of two rails with rungs, four vertical support legs attached to ring's inner rail and four vertical climber/ladder assemblies attached to ring's outer rail, providing a variety of climbing challenges for all skill levels. The horizontal top ring shall comprise rungs of 1" tube solid welded to formed inner and outer rails of 1-1/2" pipe. The rails shall contain welded stubs of swaged 1-1/2" pipe and sleeves of 1-1/4" pipe for field attachment of legs and climbers respectively. The legs shall be constructed of drilled 1-1/2" pipe. Each climber assembly shall contain factory-

installed threaded aluminum inserts in its swaged ends for field attachment to the ring. Each climber shall have side rails constructed of 1-1/4" pipe, with formed rungs solid welded between them. Cliff climber rungs shall be 1" pipe. Canyon climber, vertical ladder, and curved loop climber rungs shall be 1" tube. All hardware shall be **Fastener Style A**. The ring, legs and climbers shall be finished in **Mira-Cote**.

- **CAMEL BACK CLIMBERS** shall be freestanding assemblies which present users with a stimulating climbing challenge and help to develop hand-foot-eye coordination, balance, and upper and lower body strength. The end ladder, upper ladder, and lower curved ladder rails shall be constructed of formed and drilled 2" pipe with curved rungs of 1" tube solid welded between them. End ladder and lower curved ladder rails shall have segments of 2.125" O.D. tube (.109 wall thickness) solid welded into ends to facilitate field attachment to upper ladder rails. Support rail shall be constructed of 1" pipe with top end crimped for field attachment to lower curved ladder. All fastening hardware shall be **Fastener Style A**. The ladder assemblies and support rail shall be finished in **Mira-Cote**.

- **CHUNKY TREKKER** shall comprise a rail constructed of 2-3/8" tube, two legs constructed of 2" pipe and foot step brackets constructed of 7 ga. sheet, all solid welded. Rail shall measure 75-1/2" in length and legs shall measure 61-3/4" in length. Brackets shall be graduated in height from 3-1/2", 4-1/8", 4-1/2" and 4-3/4". All brackets shall be 12-7/8" in length. Foot step covers shall be constructed of 11 ga. sheet perforated with a staggered pattern of .375" diameter holes at 5/8" apart center to center. Steps shall be 15" in length. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The Chunky Trekker shall have a **Mira-Cote** finish. Foot step covers shall have a **Mira-Therm** finish.

- **PEAK CLIMBERS** shall be freestanding climbing challenge assemblies comprising a center post with ground-mounted inclined rails containing a series of welded "U" loops on undersides. The center post shall be constructed of 5" tube with a 5" round end cap mechanically fastened to its top end. The climber rails shall each be constructed of formed 2" pipe, with an upright spoke, horizontal post attachment stub, and formed "U"-loops of 1" pipe solid welded to its underside. Model # 458-2A2B shall also include two climbing poles constructed of 1" pipe and two bell assemblies constructed of 16 ga. galvanized sheet with a 4/0 6-link chain and bell support of 1" pipe, **Gator Grip**. All **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. All fastening hardware shall be **Fastener Style A**. The post, rails, and clamps shall be finished in **Mira-Cote**.

- **PEAK CLIMBERS WITH HANDRAIL AND ADD-ONS** shall be freestanding climbing challenge assemblies comprising a center post with ground-mounted inclined rails containing a series of welded "U" loops on undersides. Model #s 458-2A1 and 458-2A2 will allow for either one or two add-on climbers. The center post shall be constructed of 5" tube with a 5" round end cap mechanically fastened to its top end. The climber rails shall each be constructed of formed 2" pipe, with an upright spoke, horizontal post attachment stub, and formed "U"-loops of 1" pipe solid welded to its underside. All **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. All fastening hardware shall be **Fastener Style A**. The post, rails, and clamps shall be finished in **Mira-**

Cote. Handrails shall comprise a spoke of 3/4" oval tube, top upright of 1" pipe, and rails of 2" pipe, all solid welded. Add-ons will include Cliff Climber, Canyon Climber, Trap Door Climber, Climbing Pole, Spider Climber, Spiral Climber, Vine Climber, and Twisted Vine Climber.

- **FREESTANDING 8' TRI-DECK WITH SLOPED CLIMBING WALLS** shall feature sloped climbing walls containing climbing holds which shall challenge users to grasp and step to traverse upward or downward, simulating an inclined rock face. The models shall also contain deck enclosures and either a climbing pole or vertical ladder allowing users to exit the deck. The climbing pole shall be constructed of 1" pipe, 12 ga. The vertical ladder shall consist of siderails with inserts and rungs, all constructed of 1" pipe and solid welded. The top, bottom, and middle panels shall be constructed of high density polyethylene. The frames shall comprise vertical outer rails (which serve as legs) constructed of 2" square tube, solid welded to horizontal support rails of 1-1/2" square tube and 11 ga. galvanized, 1-1/2" x 3" rectangular tube. The fill blocks shall be folded 11 ga. steel sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid welded with 7 ga. by 2" flat steel braces. The climbing holds shall be constructed of molded sand and polyester resin mixture. The support rails shall be constructed of 1-1/2" pipe with brackets of 11 ga. A-60 Galvannealed steel sheet solid welded. The arched enclosure assembly shall consist of top supports, bottom supports, and arched upright, and extension tube constructed of 1" pipe and spoked infill of 3/4" x 1" oval tube, all solid welded. The posts shall be constructed of 5" tube with 5" round end caps mechanically fastened to the top ends. The equilateral triangle deck shall have 48" wide sides and shall be constructed with 2" x 3" x 3/16" steel angle perimeter frames with 1/2" x #11 expanded metal decking. Decking shall have 3/16" x 1-1/2" flat steel braces. The deck assembly shall be solid welded. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The frames, posts, end caps, arched enclosures, clamps, vertical ladder, and climbing pole shall be finished in Mira-Cote. The deck and fill blocks shall be finished in Mira-Therm. The climbing holds and panels shall have molded in color.

- **FREESTANDING SLOPED CLIMBING WALLS** (also called FREESTANDING ROCK CLIMBING WALLS - SINGLE, DOUBLE, TRIPLE AND QUAD) shall contain climbing holds which shall challenge users to grasp and step to climb in various directions, simulating an inclined rock face. Each assembly shall contain panels on opposite sides of a horizontal post apex. Walls shall be available in sets of 1, 2, 3 or 4. The top and bottom panels shall be constructed of high density polyethylene. The panel supports shall be constructed of 1" pipe, drilled, with factory-installed threaded inserts. The climbing holds shall be constructed of molded sand and polyester resin mixture. The support rails shall be constructed of 1-1/2" pipe with brackets of 11 ga. A-60 Galvannealed steel sheet solid welded. End support rails shall be constructed of 2" Sch 40 pipe. The post assembly shall be constructed of 5" tube with 5" round end caps mechanically fastened to each end and mounting stubs of 1-1/4" pipe, 10 ga. and 1-1/2" pipe solid welded. All fastening hardware shall be Fastener Style A. The support rails, panel supports, post, and end caps shall be finished in Mira-Cote. The climbing holds and panels shall have molded in color.

- **THEMED CLIMBER VEHICLES** shall be freestanding assemblies including a school bus, fire truck, and Beetle wagon. Each shall be constructed of all steel for durability and designed to spark imaginative play. The assemblies shall contain a polyethylene steering wheel, 1.66" diameter by 0.095" galvanized steel tubing, 1.315" diameter by 0.083" galvanized steel tubing, 1.00" diameter by 0.083" galvanized steel tubing, 0.625" by .065" galvanized steel tubing, 11 ga., 12 ga., and 16 ga. galvanized sheet steel. All hardware shall be stainless steel. The assemblies shall be powdercoat painted.

- **CHINNING BARS** shall be set at various heights. The posts shall be constructed of 2-1/2" Sch 40 pipe. The end caps shall be constructed of cast aluminum alloy which shall conform to the following: ASTM 355.1, ANSI 322, Chrysler MS 2417 and General Motors GM 4323-M. Each turning bar assembly shall consist of a chinning rung which shall have an end pipe solid welded at each end. The rung shall be constructed of 1" Sch 40 pipe. The end pipes shall be constructed of 3" Sch 40 pipe. The turning bar assemblies for all models and the posts for Model # 225-254, # 225-255, and # 225-256 shall have a Mira-Cote finish. The end caps shall have a mill finish.

- **GEODESIC CLIMBERS** shall be dome-shaped climbers of varied sizes. The climbing bars shall be constructed of 1" tube. All ends shall be compressed, rounded, and punched for attachment to the connector plates. The connector plates shall be constructed of 11 ga. A-60 Galvannealed sheet steel. The anchors shall be constructed of 1" tube measuring approximately 20" long with connecting facilities on one end, the other end to be embedded in the concrete. All fastener hardware shall Fastener Style A or ASTM-A153 mechanically galvanized steel. Climbing bars for Model # 401, # 402, and # 403, and anchors for all models shall have a galvanized finish. Climbing bars for Model # 401-2, # 402-2, and # 403-2, and connector plates for all models shall have a Mira-Cote finish.

- **2 WAY CLIMBER/4 WAY CLIMBER** shall be arch shaped ladder climbers. Model # 407 shall have a configuration of one semi-circle. Model # 410 shall have a configuration of two semi-circles crossing perpendicular at the apex. The side rails shall be constructed of 1-1/2" pipe, formed, without distortion. Horizontal and vertical rungs shall be constructed of 1" tube. The arch sections shall be all welded construction, and shall be approximately 5'-2" wide. The connectors shall be constructed of 1-1/2" tube. All fastener hardware shall be Fastener Style A. The entire assembly shall have a galvanized finish.

- **FREE STANDING SPIDER CLIMBER** shall be a stand-alone structure consisting of a center pole with "U" shaped rungs and four support legs. The structure shall be 9' high and shall provide multi-purpose climbing activities. The legs shall be fabricated of 2" pipe. The end caps which shall close the open ends of the leg assembly shall be constructed of 16 ga. A-60 Galvannealed sheet. The one-bend support legs shall be formed without distortion to a 75 degree bend on one end. The center pole shall be constructed of 2-1/2" Sch 40 pipe with "U" rungs constructed of 1-1/4" pipe, a post cap of cast aluminum, and four stub sleeves constructed of 2" tube for attaching the four support legs. The center pole assembly shall be solid welded. The legs, center pole, "U" rungs, and the stubs shall have a galvanized finish. The post cap shall have a mill finish.

- **NEXUS CLIMBERS** shall be freestanding climbing challenge assemblies comprising a curved post with attached curved climber. The post shall be constructed of 5" tubing. The XCalator™ Climber rails and rungs shall each be constructed of formed 1" pipe, solid welded. Climber shall measuring 127-3/8" in length and 52-9/16" in width. The Bubble Climber rails and rungs shall each be constructed of formed 1" pipe, solid welded. Climber shall measure 127-3/8" in length and 52-9/16" in width. Brackets of A-60 11 ga. sheet shall be solid welded to climber frame assembly. Bubble Climber panels shall be constructed of Mira-Lene. Upper panel shall measure 37/5-16" in length and 23-3/16" in width; lower panel shall measure 38-7/8" in length and 24-1/2" in width. All Versalok Fasteners for deck and component attachment shall be aluminum alloy. All fastening hardware shall be Fastener Style A. The post, climbers, and Versalok Fasteners shall be finished in Mira-Cote. The panels shall be finished in Mira-Lene.

- **NEXUS VELOCITY 1** shall comprise either Model # 466-S001, Nexus Velocity 1 with net, or Model # 466-S002, Nexus Velocity 1, short - without net. Model # 466-S001 shall comprise Post-2 hole upper (Model # 466-100), Post, Net Hookup (Model # 466-105), Beam, Hanging Wheel (Model # 466-300), Beam, Rocking Handle (Model # 466-302), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), and Net, Single Post (Model # 466-204). Model # 466-S002 shall comprise Post-2 hole upper (Model # 466-100), Beam, Short-Hanging Wheel (Model # 466-301), Beam, Short-Rocking Handle (Model # 466-303), Spiral Pole (Model # 466-202) and Ball Pole (Model # 466-203). Posts shall be constructed of 5" tube, 11 ga. Posts not designed for roof assemblies shall have 5" round end caps pressed in at the factory. Components shall be field assembled to posts by means of Versalok Fasteners, Fastener Style A hardware, and/or Fastener Style B hardware. Post assemblies and Clamps shall be finished in Mira-Cote. Beams-Hanging Wheel shall comprise one beam bend of 2" pipe, two mounting shafts, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-300 shall contain bushings and bushing housings, and shall measure 113-11/16" in length. Model # 466-301 shall measure 88-7/16" in length. Beams-Rocking Handle shall comprise one beam bend of 2" pipe, three rocking handle mounting brackets, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-302 shall contain bushings and bushing housings and shall measure 113-11/16" in length. Model # 466-303 shall measure 88-7/16" in length. Hanging wheels shall be constructed of stainless steel and have a 19" diameter. Rocking handles shall comprise two flange bearings, a pivot spacer of 2" pipe, two hollow steel antenna balls, two pivot plates and two side plates of 7 ga. sheet, and a handle of 1" pipe, Gator Grip. Handle shall be solid welded. Spiral pole shall be constructed of stainless steel and shall measure 112" in length, with an end plate solid welded to bottom of pole. Ball pole shall be constructed of stainless steel and shall comprise a curved pole, ball and end plate, all solid welded. Pole shall be 112" in length and ball shall measure 12" in outside diameter. Net shall be constructed of 18 mm steel reinforced polypropylene covered ropes with stainless steel fixings. Net anchor assembly shall comprise 4/0 chain links, "S" hook of 3/8" diameter wire, and an anchor of 1" tube. Threaded pin shall be zinc plated.

- **NEXUS VELOCITY 2** shall comprise either Model # 466-S003, Nexus Velocity 2 with net, or Model # 466-

S004, Nexus Velocity 2, short - without net. Model # S003 shall comprise Post-2 hole upper (Model # 466-100), Post, Net Hookup (Model # 466-105), Beam, Hanging Wheel (Model # 466-300), Beam, Rocking Handle (Model # 466-302), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), Net, Single Post (Model # 466-204), and Sitting Spinner (Model # 466-304). Model # 466-S004 shall comprise Post-2 hole upper (Model # 466-100), Beam, Short-Hanging Wheel (Model # 466-301), Beam, Short-Rocking Handle (Model # 466-303), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), and Sitting Spinner (Model # 466-304). Posts shall be constructed of **5" tube, 11 ga.** Posts not designed for roof assemblies shall have **5" round end caps** pressed in at the factory. Components shall be field assembled to posts by means of **Versalok Fasteners, Fastener Style A** hardware, and/or **Fastener Style B** hardware. Post assemblies and Clamps shall be finished in **Mira-Cote**. Beams-Hanging Wheel shall comprise one beam bend of **2" pipe**, two mounting shafts, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-300 shall contain bushings and bushing housings, and shall measure 113-11/16" in length. Model # 466-301 shall measure 88-7/16" in length. Beams-Rocking Handle shall comprise one beam bend of **2" pipe**, three rocking handle mounting brackets, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-302 shall contain bushings and bushing housings and shall measure 113-11/16" in length. Model # 466-303 shall measure 88-7/16" in length. Hanging wheels shall be constructed of stainless steel and have a 19" diameter. Rocking handles shall comprise two flange bearings, a pivot spacer of **2" pipe**, two hollow steel antenna balls, two pivot plates and two side plates of 7 ga. sheet, and a handle of **1" pipe, Gator Grip**. Handle shall be solid **welded**. Spiral pole shall be constructed of stainless steel and shall measure 112" in length, with an end plate solid **welded** to bottom of pole. Ball pole shall be constructed of stainless steel and shall comprise a curved pole, ball and end plate, all solid **welded**. Pole shall be 112" in length and ball shall measure 12" in outside diameter. Net shall be constructed of 18 mm steel reinforced polypropylene covered ropes with stainless steel fixings. Net anchor assembly shall comprise 4/0 chain links, "S" hook of 3/8" diameter wire, and an anchor of **1" tube**. Threaded pin shall be zinc plated. Sitting Spinner shall comprise platform assembly, spinner seat, top bearing housing assembly, and holding washer. Platform assembly and holding washer shall be constructed of AISI 304 stainless steel. Top bearing housing assembly shall be of steel construction, and seat shall be constructed of Eko Grip anti-slip sheet. Spinner support beam shall comprise a beam bend, top flange, coped stub, spinner support beam bend, and two post saddle brackets. Beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 56" in length. Top flange shall be constructed of 4-1/2" round cold rolled steel with 6 pre-drilled bolt holes. Coped stub shall be 5-3/4" in length. Spinner support beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 154" in length with a 20° bend. Post saddle brackets shall be constructed of 7 ga. sheet and shall measure 8-3/4" in length. Entire support assembly shall measure 75-15/16" in length and shall be solid **welded**. Dummy shaft shall comprise two flanges constructed of 1/4" black sheet and a tube of **1-1/4" pipe** measuring 99-11/16" in length. Assembly shall be solid **welded**.

- **NEXUS VELOCITY 3** shall comprise either Model # 466-S005, Nexus Velocity 3 with net, or Model # 466-S006, Nexus Velocity 3, short - without net. Model # S005 shall comprise Post-2 hole upper (Model # 466-

100), Post, Net Hookup (Model # 466-105), Beam, Hanging Wheel (Model # 466-300), Beam, Rocking Handle (Model # 466-302), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), Net, Single Post (Model # 466-204), and Standing Spinner (Model # 466-305). Model # 466-S006 shall comprise Post-2 hole upper (Model # 466-100), Beam, Short-Hanging Wheel (Model # 466-301), Beam, Short-Rocking Handle (Model # 466-303), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), and Standing Spinner (Model # 466-305). Posts shall be constructed of **5" tube, 11 ga.** Posts not designed for roof assemblies shall have **5" round end caps** pressed in at the factory. Components shall be field assembled to posts by means of **Versalok Fasteners, Fastener Style A** hardware, and/or **Fastener Style B** hardware. Post assemblies and Clamps shall be finished in **Mira-Cote**. Beams-Hanging Wheel shall comprise one beam bend of **2" pipe**, two mounting shafts, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-300 shall contain bushings and bushing housings, and shall measure 113-11/16" in length. Model # 466-301 shall measure 88-7/16" in length. Beams-Rocking Handle shall comprise one beam bend of **2" pipe**, three rocking handle mounting brackets, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-302 shall contain bushings and bushing housings and shall measure 113-11/16" in length. Model # 466-303 shall measure 88-7/16" in length. Hanging wheels shall be constructed of stainless steel and have a 19" diameter. Rocking handles shall comprise two flange bearings, a pivot spacer of **2" pipe**, two hollow steel antenna balls, two pivot plates and two side plates of 7 ga. sheet, and a handle of **1" pipe, Gator Grip**. Handle shall be solid **welded**. Spiral pole shall be constructed of stainless steel and shall measure 112" in length, with an end plate solid **welded** to bottom of pole. Ball pole shall be constructed of stainless steel and shall comprise a curved pole, ball and end plate, all solid **welded**. Pole shall be 112" in length and ball shall measure 12" in outside diameter. Net shall be constructed of 18 mm steel reinforced polypropylene covered ropes with stainless steel fixings. Net anchor assembly shall comprise 4/0 chain links, "S" hook of 3/8" diameter wire, and an anchor of **1" tube**. Threaded pin shall be zinc plated. Sitting Spinner shall comprise platform assembly, spinner seat, top bearing housing assembly, and holding washer. Platform assembly and holding washer shall be constructed of AISI 304 stainless steel. Top bearing housing assembly shall be of steel construction, and seat shall be constructed of Eko Grip anti-slip sheet. Spinner support beam shall comprise a beam bend, top flange, coped stub, spinner support beam bend, and two post saddle brackets. Beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 56" in length. Top flange shall be constructed of 4-1/2" round cold rolled steel with 6 pre-drilled bolt holes. Coped stub shall be 5-3/4" in length. Spinner support beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 154" in length with a 20° bend. Post saddle brackets shall be constructed of 7 ga. sheet and shall measure 8-3/4" in length. Entire support assembly shall measure 75-15/16" in length and shall be solid **welded**. Dummy shaft shall comprise two flanges constructed of 1/4" black sheet and a tube of **1-1/4" pipe** measuring 99-11/16" in length. Assembly shall be solid **welded**.

- **NEXUS VELOCITY 4** shall comprise either Model # 466-S007, Nexus Velocity 4 with net, or Model # 466-S008, Nexus Velocity 4, short - without net. Model # S005 shall comprise Post-2 hole upper (Model # 466-100), Post, Net Hookup (Model # 466-105), Beam, Hanging Wheel (Model # 466-300), Beam, Rocking

Handle (Model # 466-302), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), Net, Single Post (Model # 466-204), Standing Spinner (Model # 466-305), and Sitting Spinner (Model # 466-304). Model # 466-S008 shall comprise Post-2 hole upper (Model # 466-100), Beam, Short-Hanging Wheel (Model # 466-301), Beam, Short-Rocking Handle (Model # 466-303), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), Standing Spinner (Model # 466-305), and Sitting Spinner (Model # 466-304). Posts shall be constructed of **5" tube, 11 ga.** Posts not designed for roof assemblies shall have **5" round end caps** pressed in at the factory. Components shall be field assembled to posts by means of **Versalok Fasteners, Fastener Style A** hardware, and/or **Fastener Style B** hardware. Post assemblies and Clamps shall be finished in **Mira-Cote**. Beams-Hanging Wheel shall comprise one beam bend of **2" pipe**, two mounting shafts, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-300 shall contain bushings and bushing housings, and shall measure 113-11/16" in length. Model # 466-301 shall measure 88-7/16" in length. Beams-Rocking Handle shall comprise one beam bend of **2" pipe**, three rocking handle mounting brackets, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-302 shall contain bushings and bushing housings and shall measure 113-11/16" in length. Model # 466-303 shall measure 88-7/16" in length. Hanging wheels shall be constructed of stainless steel and have a 19" diameter. Rocking handles shall comprise two flange bearings, a pivot spacer of **2" pipe**, two hollow steel antenna balls, two pivot plates and two side plates of 7 ga. sheet, and a handle of **1" pipe, Gator Grip**. Handle shall be solid **welded**. Spiral pole shall be constructed of stainless steel and shall measure 112" in length, with an end plate solid **welded** to bottom of pole. Ball pole shall be constructed of stainless steel and shall comprise a curved pole, ball and end plate, all solid **welded**. Pole shall be 112" in length and ball shall measure 12" in outside diameter. Net shall be constructed of 18 mm steel reinforced polypropylene covered ropes with stainless steel fixings. Net anchor assembly shall comprise 4/0 chain links, "S" hook of 3/8" diameter wire, and an anchor of **1" tube**. Threaded pin shall be zinc plated. Sitting Spinner shall comprise platform assembly, spinner seat, top bearing housing assembly, and holding washer. Platform assembly and holding washer shall be constructed of AISI 304 stainless steel. Top bearing housing assembly shall be of steel construction, and seat shall be constructed of Eko Grip anti-slip sheet. Spinner support beam shall comprise a beam bend, top flange, coped stub, spinner support beam bend, and two post saddle brackets. Beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 56" in length. Top flange shall be constructed of 4-1/2" round cold rolled steel with 6 pre-drilled bolt holes. Coped stub shall be 5-3/4" in length. Spinner support beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 154" in length with a 20° bend. Post saddle brackets shall be constructed of 7 ga. sheet and shall measure 8-3/4" in length. Entire support assembly shall measure 75-15/16" in length and shall be solid **welded**. Dummy shaft shall comprise two flanges constructed of 1/4" black sheet and a tube of **1-1/4" pipe** measuring 99-11/16" in length. Assembly shall be solid **welded**.

- **NEXUS VELOCITY 7** shall comprise either Model # 466-S009, Nexus Velocity 7 with net, or Model # 466-S010, Nexus Velocity 7, short - without net. Model # S005 shall comprise Post-2 hole upper (Model # 466-100), Post, Net Hookup (Model # 466-105), Beam, Hanging Wheel (Model # 466-300), Beam, Rocking Handle (Model # 466-302), Spiral Pole (Model # 466-

202), Ball Pole (Model # 466-203), Net, Single Post (Model # 466-204), Standing Spinner (Model # 466-305), Sitting Spinner (Model # 466-304), Post-4 hole (Model # 466-103), Post-5 hole (Model # 466-107), Curved Mira-Lene Climber (Model # 466-200), and Bannister Rails (Model # 466-205). Model # 466-S010 shall comprise Post-2 hole upper (Model # 466-100), Beam, Short-Hanging Wheel (Model # 466-301), Beam, Short-Rocking Handle (Model # 466-303), Spiral Pole (Model # 466-202), Ball Pole (Model # 466-203), Standing Spinner (Model # 466-305), Sitting Spinner (Model # 466-304), Post-4 hole (Model # 466-103), Post-5 hole (Model # 466-107), Curved Mira-Lene Climber (Model # 466-200), and Bannister Rails (Model # 466-205). Posts shall be constructed of **5" tube, 11 ga.** Posts not designed for roof assemblies shall have **5" round end caps** pressed in at the factory. Components shall be field assembled to posts by means of **Versalok Fasteners, Fastener Style A** hardware, and/or **Fastener Style B** hardware. Post assemblies and Clamps shall be finished in **Mira-Cote**. Beams-Hanging Wheel shall comprise one beam bend of **2" pipe**, two mounting shafts, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-300 shall contain bushings and bushing housings, and shall measure 113-11/16" in length. Model # 466-301 shall measure 88-7/16" in length. Beams-Rocking Handle shall comprise one beam bend of **2" pipe**, three rocking handle mounting brackets, one horizontal connector, and two post saddle brackets of 7 ga. sheet. Model # 466-302 shall contain bushings and bushing housings and shall measure 113-11/16" in length. Model # 466-303 shall measure 88-7/16" in length. Hanging wheels shall be constructed of stainless steel and have a 19" diameter. Rocking handles shall comprise two flange bearings, a pivot spacer of **2" pipe**, two hollow steel antenna balls, two pivot plates and two side plates of 7 ga. sheet, and a handle of **1" pipe, Gator Grip**. Handle shall be solid **welded**. Spiral pole shall be constructed of stainless steel and shall measure 112" in length, with an end plate solid **welded** to bottom of pole. Ball pole shall be constructed of stainless steel and shall comprise a curved pole, ball and end plate, all solid **welded**. Pole shall be 112" in length and ball shall measure 12" in outside diameter. Net shall be constructed of 18 mm steel reinforced polypropylene covered ropes with stainless steel fixings. Net anchor assembly shall comprise 4/0 chain links, "S" hook of 3/8" diameter wire, and an anchor of **1" tube**. Threaded pin shall be zinc plated. Sitting Spinner shall comprise platform assembly, spinner seat, top bearing housing assembly, and holding washer. Platform assembly and holding washer shall be constructed of AISI 304 stainless steel. Top bearing housing assembly shall be of steel construction, and seat shall be constructed of Eko Grip anti-slip sheet. Spinner support beam shall comprise a beam bend, top flange, coped stub, spinner support beam bend, and two post saddle brackets. Beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 56" in length. Top flange shall be constructed of 4-1/2" round cold rolled steel with 6 pre-drilled bolt holes. Coped stub shall be 5-3/4" in length. Spinner support beam bend shall be constructed of **2" Sch 40 pipe** and shall measure 154" in length with a 20° bend. Post saddle brackets shall be constructed of 7 ga. sheet and shall measure 8-3/4" in length. Entire support assembly shall measure 75-15/16" in length and shall be solid **welded**. Dummy shaft shall comprise two flanges constructed of 1/4" black sheet and a tube of **1-1/4" pipe** measuring 99-11/16" in length. Assembly shall be solid **welded**. Curved Mira-Lene Climber shall be a climbing challenge assembly comprising a curved Mira-Lene "rock wall" style Climber attached to two Nexus Posts. The climber

assembly shall comprise post saddle brackets, side rails, mounting bars, and mounting arms, all solid **welded**. Saddle brackets shall be constructed of 5" tube, 7 ga. Side rails, mounting bars, and mounting arms shall be constructed of **1-1/4" pipe**. Panel shall be constructed of **Mira-Lene** and shall measure 84-5/8" in height and 41-3/4" in width. Bannister rails shall be a climbing and/or sliding challenge assembly comprising two offset Bannister rails attached to one Nexus post. Bannister rails shall comprise top rail, bottom rail, connection stubs, post saddle brackets and end caps. Rails and connection stubs shall be constructed of **2" pipe**. Top bannister rail shall measure 120-15/16" x 114-5/16". Bottom bannister rail shall measure 113-1/4" x 101-27/32". Post saddle brackets shall be constructed of 7 ga. sheet. End caps shall be constructed of 11 ga. sheet. Entire assembly shall be solid **welded**.

- **PARALLEL BARS** Model # 850-285-2 and # 850-285-6 shall be respectively 12' and 6' long sets of same height parallel bars for developing arm and shoulder strength through gymnastic activity. Each of the parallel bars shall be constructed of 13 ga., **2" pipe** (2-3/8" O.D.) fabricated of 1010 hot rolled, **Flo-Coat**, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. This pipe shall conform to ASTM A-135 and ASTM A-500 and shall be tested in accordance with ASTM E-8. The parallel bars shall be finished in **Mira-Cote**.

- **FREESTANDING HORIZONTAL LADDER** shall consist of a top horizontal ladder with 12 handhold rungs connecting two side rails, supported by two end climber assemblies. Four step rungs connecting two side rails shall comprise each end climber. The legs/side rails shall be constructed of **2" pipe**. The rungs shall be constructed of **1" tube**. The connectors (which will be inserted into the ends of the top ladder side rails) shall be constructed of **2" tube**. The entire assembly shall be solid **welded**. The ladder assembly shall consist of two side beams constructed of **2" pipe** connected by 12 rungs fabricated of **1" tube**. The top ladder assembly shall be solid **welded**. All fastener hardware shall be **Fastener Style A**. Model # 411 shall be galvanized. Model # 431 shall have a **Mira-Cote** finish.

- **FLIP-FLOP CLIMBER** shall consist of two assembly halves, each containing a top, middle and bottom rail and a bottom rung, to be connected in the center by back support stubs. The rails and bottom rung shall be constructed of **2-3/8" tube**. All other rungs shall be constructed of **1" pipe**, all solid **welded**. The back support stubs shall be constructed of 1.9" OD x 13 ga. galvanized steel tube. The climber assembly halves shall have a **Mira-Cote** finish.

- **ORBX CLIMBER** shall be a freestanding climbing challenge assembly comprising four 5" Nexus posts attached to curved outer rungs, side rails, and an inner globe with attached bubble-type climbing panels. The post shall be constructed of **5" tubing**. Climber shall comprise curved side rails, outer rungs, and an inner climbing globe. Side rails shall comprise an attachment bracket and post saddle brackets of 7 ga. sheet, outer brackets and 8' diameter side rail of **2" pipe**, and post attachment saddle brackets of 1/4 plate steel. Outer rungs shall comprise an attachment bracket and attachment plate of 7 ga. sheet, post attachment saddle brackets of 1/4 plate steel, and an 8' diameter side rail of **2" pipe** (outer rung p/n 993419 shall not include attachment bracket). Inner globe shall comprise attachment brackets and an inner rung of **1" pipe, Gator Grip**, and 7 ga. sheet **Mira-Lene**

attachment brackets. Curved panels shall be constructed of **Mira-Lene**. All **Versalok Fasteners** shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. The post, inner globe and **Versalok Fasteners** shall be finished in **Mira-Cote**. The panels shall be finished in **Mira-Lene**.

- **WAVY WEDGE WALL WALKER 8-SIDED** is a challenging freestanding climber featuring waved panels with hand and foot holds for an exhilarating wall scaling experience. Assembly shall comprise panels, panel brackets, and posts and post brackets. Panels shall be constructed of 3/4" thick **Mira-Lene**. Panel bracket shall be constructed of 11 ga. sheet. Posts shall be constructed of **2" pipe**. Post brackets shall be constructed of 7 ga. sheet, solid **welded** to posts. All posts shall be topped with a 2" pipe cap. Post for 9'-6" height shall measure 166", post for 8' height shall measure 148", post for 6'-6" height shall measure 130", post for 5' height shall measure 122", and end post shall measure 94". All models shall contain **Versalok Fasteners** and **Fastener Style A** hardware.

- **FREESTANDING WAVY WEDGE WALL WALKERS** are challenging freestanding climbers featuring waved panels with hand and foot holds for an exhilarating wall scaling experience. These climbers shall be available in 1, 2, 3 or 4 sections. The 458-models also feature separate add-on climbers. Model #s 457-41, 457-415, 457-42, 457-425, 457-43 and 457-435 require longer post lengths to create Bell or Big Timber Post Topper add-on options in addition to add-on climber options. Panels shall be constructed of 3/4" thick **Mira-Lene**. Panel bracket shall be constructed of 11 ga. sheet. Posts shall be constructed of **2" pipe**. Post brackets shall be constructed of 7 ga. sheet, solid **welded** to posts. All posts shall be topped with a 2" pipe cap. Post for 9'-6" height shall measure 166", 8' height shall measure 148", 6'-6" height shall measure 130", 5' height shall measure 112" and end post shall measure 94". The connection weldment shall be constructed of one or two receiver tubes of **1-1/4" pipe** and a mounting sleeve of **5" Sch 40 pipe**. Add-ons will include Cliff Climber, Canyon Climber, Trap Door Climber, Climbing Pole, Spider Climber, Spiral Climber, Vine Climber, and Twisted Vine Climber, Bell and Big Timber Post Topper.

- **WAVE WALKER WITH ADD-ONS** shall be freestanding climbing challenge assemblies comprising a center post with ground-mounted inclined top and bottom rails. Bottom rails shall resemble a "wave" pattern. Model #s 458-2B1 and 458-2B2 will allow for either one or two add-on climbers. Posts shall be constructed of **5" tubing** with a **5" round end cap** mechanically fastened to the top end. Center rail shall measure 160" in height and end rails shall measure 108" in height. Top rail shall be constructed of **1" pipe, 12 ga.** Top rail shall measure 111-3/16" in length and 66" in height. Bottom rail shall be constructed of **1" pipe, 12 ga.** Bottom rail shall measure 54-5/16" in length and 36" in height. The connection weldment for add-on climbers shall be constructed of one or two receiver tubes of **1-1/4" pipe** and a mounting sleeve of **5" Sch 40 pipe**.

- **TREE-O CLIMBER** is a vertical climbing challenge featuring alternating 60° rungs, rising to decks heights of 3', 4', 5', 6', 6'-6", or 8', with arch enclosure. The climber shall comprise 3 side rails, 60° rungs, an upper arm, and plastic pipe plug. The side rails shall be constructed of **1" pipe** and shall be 175-3/16" in length. Rungs shall be constructed of **1" pipe** and shall measure 19-9/16" in length. Upper arm shall consist of swaged tube constructed of **1-1/4" pipe**. Support

header shall be composed of 1" pipe, solid welded to a support sleeve of 1-1/4" pipe. Arch enclosure shall comprise top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid welded. All models shall contain **Fastener Style A** hardware.

• COMFORT CLASSICS [CM]

• **CENTRAL PARK SERIES** shall include benches of various types and lengths and a 32-gallon trash receptacle constructed of flat bar slats with tube steel frames. The trash receptacle shall be constructed with 11 ga. steel, 3/16" x 1-1/2" flat bar, 1/2" O.D. solid rod, 1.3125" O.D. x .083" tubing, and 16 ga. galvanized steel. Benches with backs shall stand 33-1/2" tall. Benches without backs shall stand 22-1/4" tall. The benches shall be constructed with 11 ga. steel, 3/16" x 1-1/2" flat bar, 1/2" O.D. solid rod, 1.66" O.D. x .10" tubing, 1" solid square bar, and 2" O.D. solid rod. The assemblies shall be powdercoat painted.

• **NANTUCKET SERIES** shall include 4' benches with arm rests, with and without backs, and a 32-gallon trash receptacle, all with seats/back/cylinder constructed of perforated steel. Model # 1901 and Model # 19011 4' benches with backs shall be designed for in-ground and surface mount installations respectively. Model # 1902 4' backless bench with arm rests shall be designed for in-ground installation, and Model # 1900 trash receptacle shall be designed to sit on a surface without permanent mounting. The bench frames or arm rest/leg assemblies shall be constructed of 1.66" x .095" steel tube, drilled, formed and solid welded. Bench models for surface mount installation shall have formed and drilled 11 ga. galvanized tabs welded to arm rest/leg ends. The seats, also used as backs, shall be 15" deep and constructed of 13 ga. perforated steel formed and solid welded to 1-1/2" wide, drilled end brackets of 11 ga. galvanized for attachment to the arm rest/leg assemblies. The trash receptacle shall consist of a formed cylinder of 13 ga. perforated steel solid welded to upper and lower rims of 1.66" x .095" steel tube, which shall be bolted in the field to a circle-shaped base of 11 ga. galvanized. The removable trash receptacle lid shall be constructed of formed 16 ga. **A-60 Galvannealed**. All hardware shall be **Fastener Style A**. Each component of these assemblies shall be polyester powdercoated using extreme heat.

• **TRANSIT SERIES** shall include benches and a trash receptacle with seats/back/cylinder constructed of expanded mesh. Model # 1920 shall be a 32 gallon trash receptacle (with no lid) designed to sit on a surface without permanent mounting. Model # 19211, a 4' bench with back and without arm rests, shall be designed for surface mount installation, while Model # 1923, a 6' bench with back and arm rests, shall be designed for in-ground installation. Model # 1924 shall be a 6' backless bench without arm rests designed for in-ground installation. The bench frames or armrest/leg assemblies shall be constructed of 1.66" x 0.95" steel tube, drilled, formed and solid welded. Bench models for surface mount installation shall have formed and drilled 11 ga. galvanized tabs welded to arm rest/leg ends. The seats, also used as backs, shall be 15" deep and constructed of .275" x # 11 expanded metal, formed and solid welded to 1-1/2" wide, drilled end brackets of 11 ga. galvanized for attachment to the arm rest/leg assemblies. The trash receptacle shall consist of a formed cylinder of .275" x # 11 expanded metal solid welded to upper and lower rims of 1.66" x .095" steel tube, which shall be bolted in the field to a circle-shaped base of 11 ga. galvanized. All hardware shall

be **Fastener Style A**. The seats, backs and cylinders shall be dipped in polyvinyl chloride coating for excellent resistance to abrasion, aging, corrosion and electricity. The PVC shall contain U.V. stabilizers, color pigments and flame retardants. The arm rest/leg assemblies and trash receptacle's bottom disc shall be polyester powdercoated using extreme heat.

• **MICHIGAN AVENUE SERIES** shall include benches without arm rests, with and without backs, for in-ground installation, and a trash receptacle with seats/back/cylinder constructed of welded wire. The trash receptacle (with no lid) shall be designed to sit on a surface without permanent mounting. The bench frames or armrest/leg assemblies shall be constructed of 1.66" x 0.95" steel tube, drilled, formed and solid welded. The seats, also used as backs, shall be 15" deep and constructed of welded wire, formed and solid welded to 1-1/2" wide, drilled end brackets of 11 ga. galvanized for attachment to the arm rest/leg assemblies. The trash receptacle shall consist of a formed cylinder of welded wire solid welded to upper and lower rims of 1.66" x .095" steel tube, which shall be bolted in the field to a circle-shaped base of 11 ga. galvanized. All hardware shall be **Fastener Style A**. The seats, backs and cylinders shall be dipped in polyvinyl chloride coating for excellent resistance to abrasion, aging, corrosion and electricity. The PVC shall contain U.V. stabilizers, color pigments and flame retardants. The arm rest/leg assemblies and trash receptacle's bottom disc shall be polyester powder coated using extreme heat.

• **ADIRONDACK SERIES** shall include benches with arm rests, with and without backs, for surface mount installation, and a trash receptacle with lid, with seats/back/cylinder constructed of cast iron framework and wooden planks. Model # 1910 shall be a 32 gallon trash receptacle designed to sit on a surface without permanent mounting. The bench frames or armrest/leg assemblies shall be constructed of sand casted cast iron, with strong "H"-beam cross section and 5/16" average wall thickness. End brackets and mid-bracket shall be constructed of 11 ga. **A-60 Galvannealed**, drilled and formed. Diagonal braces shall be constructed of 1/8" x 3/4" flat bar, drilled and formed. The wooden planks shall be drilled, formed and treated Tight Knot Cedar 1" x 2/5" x lengths appropriate to models, with rounded edges. The trash receptacle shall consist of upper and lower rims of 1.315" diameter x 0.083" wall steel tube, hot-rolled, drilled and formed, to which wooden planks shall be bolted in the field. The removable trash receptacle lid shall be constructed of 16 ga. **A-60 Galvannealed** featuring a flat disc of the same material, elevated by 11 ga. **A-60 Galvannealed** strips formed and welded, to cover the lid's center hole. All hardware shall be **Fastener Style A**. The arm rest/leg assemblies, brackets, braces cylinder, rims, base plate and lid assembly shall be coated in electrostatically applied polyester resin. The slats shall have a natural finish and can be further stained or varnished as desired.

• OUTDOOR EXERCISE & FITNESS EQUIPMENT [EE]

• **FITNESS COURSE (20 STATION) WITH SIGNS** shall comprise a Step Up, a Leg-Lift, a Body Curl, a set of Parallel Bars, a Beam Jump, a Horizontal Ladder, a Sit Up, a Hip Rotation (also called Hip Twist), a Push-Up, a Jump-Up, a Chin Up, a Vault Bar, a Stretch-Squat, a Balance Beam, a Vertical-Climb, a Dip-Station, a Rope-Climb, a Hyperextension Bench (also called Back Stretch Bench), a Hamstring Stretch, a

Bench (also called Straight-Leg Stretch), and corresponding signs with frames depicting proper use of the equipment. The **Step Up** shall be designed to allow users to "stretch out" before beginning exercises, helping to prevent injuries. The 130" steel center post shall be constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened to the top end. The T-frame assemblies shall be constructed of 3-1/2" tube solid welded in a "T" configuration with 3-1/2" round end caps mechanically fastened to horizontal ends of "T". The assemblies shall be 57-1/2", 49-1/2", and 41-1/2". The post and T-frame assemblies shall have a **Mira-Cote** finish. The **Leg Lift** shall permit users to perform the traditional exercise. The leg lift shall comprise a 130" long post of 3-1/2" tube with a 3-1/2" round end cap mechanically fastened to its top end, with "crunch bars" solid welded on opposite sides, which shall be constructed of handhold supports of 7 ga. sheet **A-60 Galvannealed** solid welded to handhold rungs of formed 1" pipe. The assembly shall be finished in **Mira-Cote**. The **Body Curl** shall permit users to perform the traditional exercise. The body curl frame shall be constructed of formed 2" pipe, **A-60 Galvannealed**, with 7 ga. braces, welded to a handhold assembly to be constructed of formed and welded 1" pipe, **A-60 Galvannealed**. The bench shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .699" stagger pattern solid welded to a frame of 3/16" x 2" HRF with mounting braces of 3/16" x 1-1/2" HRF and end plates of 3/16" x 2" HRF black sheet, **A-60 Galvannealed**. The frame shall have a **Mira-Cote** finish. The bench shall have a **Mira-Therm** finish. The **Parallel Bars** shall comprise two elevated rails to be field assembled parallel with one another on the same plane. The bars shall be constructed of 2" pipe, **A-60 Galvannealed**. The bars shall be finished in **Mira-Cote**. The **Beam Jump** shall provide users with a short series of obstacles to leap across consecutively. Each beam shall be constructed of a post constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened on each end, with legs of 2" pipe solid welded beneath. The assemblies shall be finished in **Mira-Cote**. The **Horizontal Ladder** shall be an overhead climber activity which shall challenge users to move from one end to the other without touching the ground by grasping consecutive rungs while suspending their bodies. The top section and leg sections shall comprise formed side rails and rungs solid welded between the rails. The rails shall be constructed of 2" pipe. The rungs shall be constructed of 1" pipe. The connectors shall be constructed of 2" tube. All hardware shall be **Fastener Style A**. The top section and leg sections shall be finished in **Mira-Cote**. The **Sit Up** shall permit users to perform the traditional exercise. The Sit Up frame shall be constructed of formed 2" pipe, **A-60 Galvannealed**, solid welded to foot supports of the same material and bench-mounting brackets constructed of 7 ga. black sheet. The bench shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .699" stagger pattern solid welded to a frame of 3/16" x 2" HRF with mounting braces of 3/16" x 1-1/2" HRF and end plates of 3/16" x 2" HRF black sheet, **A-60 Galvannealed**. The frame shall have a **Mira-Cote** finish. The bench shall be finished in **Mira-Therm**. The **Hip Rotation** shall facilitate users performing the hip rotation exercise. The hip rotation outer frame shall be constructed of formed 2" pipe **A-60 Galvannealed** with formed rungs of 1" pipe **A-60 Galvannealed** solid welded within. The hip rotation shall be finished in **Perma-Guard**. The **Push Up** shall comprise two elevated, curved bars allowing users to perform the traditional push up exercises. The bars shall be constructed of 1-1/4" pipe, **A-60**

Galvanized. The bars shall be finished in **Mira-Cote**. The *Jump Up* shall challenge users to determine what height they can reach when making a sprinted or stationary leap. The *Jump Up* shall be constructed of formed 2" pipe, A-60 Galvanized. The *Jump Up* shall be finished in **Perma-Guard**. The *Chin Up* shall permit users to perform the traditional chinning bar exercise. The *Chin Up* frame shall be constructed of formed 2" pipe, A-60 Galvanized with formed rungs of 1" pipe, A-60 Galvanized solid welded within. The *Chin Up* shall be finished in **Perma-Guard**. The *Vault Bar* shall be designed to challenge users to sprint up to and grasp the bar and vault their bodies over the bar. The bar shall be constructed of formed 2" pipe, A-60 Galvanized. The bar shall be finished in **Perma-Guard**. The *Stretch-Squat* shall consist of a single post designed to allow users to perform the Achilles stretch and isometric squats. The *Stretch-Squat* shall be a 3-1/2" tube with a 3-1/2" round end cap mechanically fastened to its top end, with an overall height of 130". The post shall be finished in **Mira-Cote**. The *Balance Beam* shall challenge users while helping them develop coordination, balance, and strength. The beam and legs shall be constructed of 4" square tube. Beam end caps shall be die-formed 16 ga. A-60 Galvanized steel sheet. The entire assembly shall be solid welded. The *Balance Beam* assembly shall have a **Mira-Cote** finish. The *Vertical Climb* assembly shall comprise an arch and eight parallel rungs set 12" apart center-to-center, with the bottom rung being set in the field at 12" from finished grade. The unit shall be designed to permit users to climb up one side, through (or around) the arch, and down the other side. The units shall consist of a single-piece arch of 3-1/2" tube measuring 36" from leg center to leg center and 189-1/2" overall, with eight rungs of 1" pipe solid welded between arch legs. The *Vertical Climb* shall have a **Mira-Cote** finish. The *Dip Station* shall be designed to allow users to perform the traditional "dip" exercise and variations by grasping and supporting their bodies from the handholds and lifting their body weight to relaxed and extended positions. Biceps, back and upper torso shall be most affected by the exercise. The *Dip Station* shall comprise two "U"-shaped legs of formed 2" pipe, solid welded to four formed handholds of 1" pipe. The handholds shall be of two sizes on the unit: approximately 11-11/16" tall, about 24" apart, and approximately 7-11/16" tall, about 23" apart. The assembly shall have a **Mira-Cote** finish. The *Rope-Climb* shall challenge users to climb up and down a length of thick rope anchored between an arch frame and the ground. Arch shall be constructed of 3-1/2" tube, measuring 3'-6" from leg center to leg center, with a welded loop for mounting rope beneath arch center. The climbing rope shall be 1-1/2" polypropylene to resist weathering and mildew. The top collar shall be a wire mesh grip with loop for attaching the rope to the "S" hook. Rope clamps shall be 11 ga. steel. Connections shall be made using 3/8" and 5/16" diameter "S" hooks and 4/0 straight link coil chain. The anchor shall be 1" tube formed and drilled with mashed ends. All fastening hardware shall be **Fastener Style A**. The arch shall have a **Mira-Cote** finish and the anchor shall have a galvanized finish. The *Hyper-Extension Bench* shall be designed to allow users to perform the traditional "hyper-extension" or "body curl" exercises and variations by grasping and supporting their bodies from the footpads and lifting their body weight to an upright position. Biceps, back and upper torso shall be most affected by the exercise. The assembly shall comprise a weldment of front legs, a horizontal support, bench brackets, and step-up/footpad upright, and a PVC-coated seat. The front legs and horizontal support

shall be constructed of 2" pipe, with bench brackets constructed of 7 ga. The upright center pole of 2" pipe, step-up and footpad shall be constructed of 3-1/2" tube with 3-1/2" round end caps closing ends of step-up and footpad. The entire bench assembly shall be solid welded. The seat shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .688" stagger pattern solid welded to a frame of 1/4" round HRR with mounting braces and end plates of 7 ga. black A-60 Galvanized sheet. All fastening hardware shall be **Fastener Style A**. The *Hyper-Extension Bench* assembly shall have a **Mira-Cote** finish. The bench seat shall be finished in **Mira-Therm**. The *Hamstring Stretch* shall allow users to perform the traditional hamstring stretch exercise. The unit shall comprise a solid welded "U"-shaped frame of 2" pipe with two horizontal rungs of 1" pipe. The model shall have a **Mira-Cote** finish. The *Bench* shall permit users to stretch their backs, as well as rest. The unit shall comprise seat-mounting brackets of 7 ga. black sheet solid welded to a "U"-shaped leg of 2" pipe. The bench seat shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .688" stagger pattern solid welded to a frame of 3/16" x 2" HRF with 3/16" x 1-1/2" HRF mounting braces and end plates of 3/16" x 2" HRF black A-60 Galvanized sheet. The bench assembly shall have a **Mira-Cote** finish. The seat shall be finished in **Mira-Therm**. Model # 160-200 shall be the *sign frame* assembly which supports Model # 160-201 through # 160-220 *fitness course signs* either on one side or on both sides. The "U"-frame shall be constructed of a formed arch of 1-1/2" pipe, A-60 Galvanized with solid welded brackets of 11 ga. sheet, A-60 Galvanized, drilled and formed. The "U"-frame height shall be 89-3/4" to top surface and have legs set 10-1/2" apart. Each sign shall be polycarbonate sheet with UV inhibitors, drilled, with a silk-screened image on one side. The sign frame shall be finished in **Mira-Cote**.

• **FITNESS COURSE (10 STATION) WITH SIGNS** shall comprise a *Step Up*, a *Leg-Lift*, a *Body Curl*, a set of *Parallel Bars*, a *Horizontal Ladder*, a *Sit Up*, a *Jump Up*, a *Chin Up*, a *Balance Beam*, a *Vertical-Climb*, and corresponding signs with frames depicting proper use of the equipment. The *Step Up* shall be designed to allow users to "stretch out" before beginning exercises, helping to prevent injuries. The 130" steel center post shall be constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened to the top end. The T-frame assemblies shall be constructed of 3-1/2" tube solid welded in a "T" configuration with 3-1/2" round end caps mechanically fastened to horizontal ends of "T." The assemblies shall be 57-1/2", 49-1/2", and 41-1/2". The post and T-frame assemblies shall have a **Mira-Cote** finish. The *Leg Lift* shall permit users to perform the traditional exercise. The leg lift shall comprise a 130" long post of 3-1/2" tube with a 3-1/2" round end cap mechanically fastened to its top end, with "crunch bars" solid welded on opposite sides, which shall be constructed of handhold supports of 7 ga. sheet A-60 Galvanized solid welded to handhold rungs of formed 1" pipe. The assembly shall be finished in **Mira-Cote**. The *Body Curl* shall permit users to perform the traditional exercise. The body curl frame shall be constructed of formed 2" pipe, A-60 Galvanized, with 7 ga. braces, welded to a handhold assembly to be constructed of formed and welded 1" pipe, A-60 Galvanized. The bench shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .699" stagger pattern solid welded to a frame of 3/16" x 2" HRF with mounting braces of 3/16" x 1-1/2" HRF and end plates of 3/16" x 2" HRF black sheet, A-60 Galvanized.

The frame shall have a **Mira-Cote** finish. The bench shall have a **Mira-Therm** finish. The *Parallel Bars* shall comprise two elevated rails to be field assembled parallel with one another on the same plane. The bars shall be constructed of 2" pipe, A-60 Galvanized. The bars shall be finished in **Mira-Cote**. The *Horizontal Ladder* shall be an overhead climber activity which shall challenge users to move from one end to the other without touching the ground by grasping consecutive rungs while suspending their bodies. The top section and leg sections shall comprise formed side rails and rungs solid welded between the rails. The rails shall be constructed of 2" pipe. The rungs shall be constructed of 1" pipe. The connectors shall be constructed of 2" tube. All hardware shall be **Fastener Style A**. The top section and leg sections shall be finished in **Mira-Cote**. The *Sit Up* shall permit users to perform the traditional exercise. The *Sit Up* frame shall be constructed of formed 2" pipe, A-60 Galvanized, solid welded to foot supports of the same material and bench-mounting brackets constructed of 7 ga. black sheet. The bench shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .699" stagger pattern solid welded to a frame of 3/16" x 2" HRF with mounting braces of 3/16" x 1-1/2" HRF and end plates of 3/16" x 2" HRF black sheet, A-60 Galvanized. The frame shall have a **Mira-Cote** finish. The bench shall be finished in **Mira-Therm**. The *Jump Up* shall challenge users to determine what height they can reach when making a sprinted or stationary leap. The *Jump Up* shall be constructed of formed 2" pipe, A-60 Galvanized. The *Jump Up* shall be finished in **Perma-Guard**. The *Chin Up* shall permit users to perform the traditional chinning bar exercise. The *Chin Up* outer frame shall be constructed of formed 2" pipe, A-60 Galvanized with formed rungs of 1" pipe, A-60 Galvanized solid welded within. The *Chin Up* shall be finished in **Perma-Guard**. The *Balance Beam* shall challenge users while helping them develop coordination, balance, and strength. The beam and legs shall be constructed of 4" square tube. Beam end caps shall be die-formed 16 ga. A-60 Galvanized steel sheet. The entire assembly shall be solid welded. The *Balance Beam* assembly shall have a **Mira-Cote** finish. The *Vertical Climb* assembly shall comprise an arch and eight parallel rungs set 12" apart center-to-center, with the bottom rung being set in the field at 12" from finished grade. The unit shall be designed to permit users to climb up one side, through (or around) the arch, and down the other side. The units shall consist of a single-piece arch of 3-1/2" tube measuring 36" from leg center to leg center and 189-1/2" overall, with eight rungs of 1" pipe solid welded between arch legs. The *Vertical Climb* shall have a **Mira-Cote** finish. Model # 160-200 shall be the *sign frame* assembly which supports Model # 160-201 through # 160-220 *fitness course signs* either on one side or on both sides. The "U"-frame shall be constructed of a formed arch of 1-1/2" pipe, A-60 Galvanized with solid welded brackets of 11 ga. sheet, A-60 Galvanized, drilled and formed. The "U"-frame height shall be 89-3/4" to top surface and shall have legs set 10-1/2" apart. Each sign shall be polycarbonate sheet with UV inhibitors, drilled, with a silk-screened image on one side. The sign frame shall be finished in **Mira-Cote**.

• **STEP UP** shall be designed to allow users to "stretch out" before beginning exercises, helping to prevent injuries. The 130" steel center post shall be constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened to the top end. The T-frame assemblies shall be constructed of 3-1/2" tube solid welded in a "T" configuration with 3-1/2" round end

caps mechanically fastened to horizontal ends of "T." The assemblies shall be 57-1/2", 49-1/2", and 41-1/2". The post and T-frame assemblies shall have a Mira-Cote finish.

- **LEG LIFT** shall permit users to perform the traditional exercise. The leg lift shall comprise a 130" long post of 3-1/2" tube with a 3-1/2" round end cap mechanically fastened to its top end, with "crunch bars" solid welded on opposite sides, which shall be constructed of handhold supports of 7 ga. sheet A-60 Galvannealed solid welded to handhold rungs of formed 1" pipe. The assembly shall be finished in Mira-Cote.

- **BODY CURL** shall permit users to perform the traditional exercise. The body curl frame shall be constructed of formed 2" pipe, A-60 Galvannealed, with 7 ga. braces, welded to a handhold assembly constructed of formed and welded 1" pipe, A-60 Galvannealed. The bench shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .699" stagger pattern solid welded to a frame of 3/16" x 2" HRF with mounting braces of 3/16" x 1-1/2" HRF and end plates of 3/16" x 2" HRF black sheet, A-60 Galvannealed. The frame shall have a Mira-Cote finish. The bench shall have a Mira-Therm finish.

- **PARALLEL BARS** shall comprise two elevated rails to be field assembled parallel with one another on the same plane. The bars shall be constructed of 2" pipe, A-60 Galvannealed. The bars shall be finished in Mira-Cote.

- **BEAM JUMP** shall provide users with a short series of obstacles to leap across consecutively. Each beam shall be constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened on each end, with legs of 2" pipe solid welded beneath. The assemblies shall be finished in Mira-Cote.

- **HORIZONTAL LADDER** shall be an overhead climber activity which challenges users to move from one end to the other without touching the ground by grasping consecutive rungs while suspending their bodies. The top section and leg sections shall comprise formed side rails and rungs solid welded between the rails. The rails shall be constructed of 2" pipe. The rungs shall be constructed of 1" pipe. The connectors shall be constructed of 2" tube. All hardware shall be Fastener Style A. The top section and leg sections shall be finished in Mira-Cote.

- **SIT UP** shall permit users to perform the traditional exercise. The Sit Up frame shall be constructed of formed 2" pipe, A-60 Galvannealed, solid welded to foot supports of the same material and bench-mounting brackets constructed of 7 ga. black sheet. The bench shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .699" stagger pattern solid welded to a frame of 3/16" x 2" HRF with mounting braces of 3/16" x 1-1/2" HRF and end plates of 3/16" x 2" HRF black sheet, A-60 Galvannealed. The frame shall have a Mira-Cote finish. The bench shall be finished in Mira-Therm.

- **HIP ROTATION** (also called HIP TWIST) shall facilitate users performing the hip rotation exercise. The hip rotation outer frame shall be constructed of formed 2" pipe A-60 Galvannealed with formed rungs of 1" pipe, A-60 Galvannealed solid welded within. The hip rotation shall be finished in Perma-Guard.

- **PUSH UP** shall comprise two elevated, curved bars allowing users to perform the traditional push up exercises. The bars shall be constructed of 1-1/4" pipe, A-60 Galvannealed. The bars shall be finished in Mira-Cote.

- **JUMP UP** shall challenge users to determine what height they can reach when making a sprinted or stationary leap. The Jump Up shall be constructed of formed 2" pipe, A-60 Galvannealed. The Jump Up shall be finished in Perma-Guard.

- **CHIN UP** shall permit users to perform the traditional chinning bar exercise. The Chin Up outer frame shall be constructed of formed 2" pipe, A-60 Galvannealed with formed rungs of 1" pipe, A-60 Galvannealed solid welded within. The Chin Up shall be finished in Perma-Guard.

- **VAULT BAR** shall be designed to challenge users to sprint up to and grasp the bar and vault their bodies over the bar. The bar shall be constructed of formed 2" pipe, A-60 Galvannealed. The bar shall be finished in Perma-Guard.

- **STRETCH-SQUAT** shall consist of a single post designed to allow users to perform the Achilles stretch and isometric squats. The Stretch-Squat shall be a 3-1/2" tube with a 3-1/2" round end cap mechanically fastened to its top end, with an overall height of 130". The post shall be finished in Mira-Cote.

- **BALANCE BEAM** shall challenge users while helping to develop coordination, balance, and strength. The beam and legs shall be constructed of 4" square tube. Beam end caps shall be die-formed 16 ga. A-60 Galvannealed steel sheet. The entire assembly shall be solid welded. The Balance Beam assembly shall have a Mira-Cote finish.

- **VERTICAL CLIMB** shall comprise an arch and eight parallel rungs set 12" apart center-to-center, with the bottom rung being set in the field at 12" from finished grade. The unit shall be designed to permit users to climb up one side, through (or around) the arch, and down the other side. The unit shall consist of a single-piece arch of 3-1/2" tube measuring 36" from leg center to leg center and 189-1/2" overall, with eight rungs of 1" pipe solid welded between arch legs. The Vertical Climb shall have a Mira-Cote finish.

- **DIP STATION** shall be designed to allow users to perform the traditional "dip" exercise and variations by grasping and supporting their bodies from the handholds and lifting their body weight to relaxed and extended positions. Biceps, back and upper torso shall be most affected by the exercise. The Dip Station shall comprise two "U"-shaped legs of formed 2" pipe, solid welded to four formed handholds of 1" pipe. The handholds shall be of two sizes on the unit: approximately 11-11/16" tall, about 24" apart, and approximately 7-11/16" tall, about 23" apart. The assembly shall have a Mira-Cote finish.

- **ROPE-CLIMB** shall challenge users to climb up and down a length of thick rope anchored between an arch frame and the ground. Arch shall be constructed of 3-1/2" tube, measuring 3'-6" from leg center to leg center, with a welded loop for mounting rope beneath arch center. The climbing rope shall be 1-1/2" polypropylene to resist weathering and mildew. The top collar shall be a wire mesh grip with loop for attaching the rope to the "S" hook. Rope clamps shall be 11 ga. steel. Connections shall be made using 3/8"

and 5/16" diameter "S" hooks and 4/0 straight link coil chain. The anchor shall be 1" tube formed and drilled with mashed ends. All fastening hardware shall be Fastener Style A. The arch shall have a Mira-Cote finish and the anchor shall have a galvanized finish.

- **HYPER-EXTENSION BENCH** (also called BACK STRETCH BENCH) shall be designed to allow users to perform the traditional "hyper-extension" or "body curl" exercises and variations by grasping and supporting their bodies from the footpads and lifting their body weight to an upright position. Biceps, back and upper torso shall be most affected by the exercise. The assembly shall comprise a weldment of front legs, a horizontal support, bench brackets, and step-up/footpad upright, and a PVC-coated seat. The front legs and horizontal support shall be constructed of 2" pipe, with bench brackets constructed of 7 ga. The upright center pole of 2" pipe, step-up and footpad shall be constructed of 3-1/2" tube with 3-1/2" round end caps closing ends of step-up and footpad. The entire bench assembly shall be solid welded. The seat shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .688" stagger pattern solid welded to a frame of 1/4" round HRR with mounting braces and end plates of 7 ga. black A-60 Galvannealed sheet. All fastening hardware shall be Fastener Style A. The Hyper-Extension Bench assembly shall have a Mira-Cote finish. The bench seat shall be finished in Mira-Therm.

- **HAMSTRING STRETCH** shall allow users to perform the traditional hamstring stretch exercise. The unit shall comprise a solid welded "U"-shaped frame of 2" pipe with two horizontal rungs of 1" pipe. The model shall have a Mira-Cote finish.

- **FITNESS BENCH** (also called STRAIGHT-LEG STRETCH) shall permit users to stretch their backs and legs, as well as rest. The unit shall comprise seat-mounting brackets of 7 ga. black sheet solid welded to a "U"-shaped leg of 2" pipe. The bench seat shall be constructed of formed decking of 16 ga. perforated steel containing .489" O.D. holes in a .688" stagger pattern solid welded to a frame of 3/16" x 2" HRF with 3/16" x 1-1/2" HRF mounting braces and end plates of 3/16" x 2" HRF black A-60 Galvannealed sheet. The bench assembly shall have a Mira-Cote finish. The seat shall be finished in Mira-Therm.

- **FITNESS COURSE SIGNS** shall include Model # 160-200-1, # 160-200-2, # 159-200-1 or # 159-200-2 (the sign frame assembly) and Model # 160-201 through # 160-220 adult fitness course signs or Model # 159-201 through # 159-220 ages 5-12 fitness course signs, which shall be attached to the frame either on one or both sides. The "-1" frame models shall contain a blank backing to complement a single sign, while the "-2" frame models shall be designed for two signs. The "U"-frame shall be constructed of a formed arch of 1-1/2" pipe, A-60 Galvannealed with solid welded brackets of 11 ga. sheet, A-60 Galvannealed, drilled and formed. The "U"-frame height shall be 89-3/4" to top surface and shall have legs set 10-1/2" apart. Each sign shall be polycarbonate sheet with UV inhibitors, drilled, with a silk-screened image on one side. The sign frame shall be finished in Mira-Cote.

- **PLAYGROUND ACCESSORIES**
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- **WHIRL** shall be a "merry-go-round" featuring four U-shaped handrails atop a deck assembly that spins on a center hub. It shall feature a concealed speed governing device, activated by centrifugal force during use, to contain top speed at 28 revolutions per minute. The **welded** hub assembly shall comprise a footing frame holding a center tube with sealed shaft, deep groove ball bearings, and a disc brake. The 5" diameter, schedule 80 galvanized pipe center tube shall contain a deck support plate of CRS 3/8" plate and deck plate support braces and brake mounting flange of CRS 1/4", **welded**. The 10" diameter disc brake with 2-7/8" diameter hole in its center shall be constructed of 11 ga. sheet steel. The shaft shall be constructed of 2-3/4" diameter C1018 round bar. The shielded deep groove ball bearing shall be 50 mm I.D. by 110 mm O.D. The unshielded tapered bearing shall be 40 mm I.D. by 110 mm O.D. The footing frame shall comprise two horizontal supports **welded** to each end of a channel supporting a shaft support tube. The support shaft shall be constructed of 2-1/2" **Sch 40 pipe**. The channel shall be constructed of 3" x 1.4" x 3/16". The horizontal supports shall be 1-3/4" x 1-3/4" x 3/16" 16 ga. angle. The cover for the hub assembly's center tube weldment shall comprise a cap with four swaged pipe stubs of 1" **pipe** at 90 degrees (for field assembly of handrails.) Caliper mounting brackets shall be constructed of drilled and formed 7 ga. sheet measuring 12-1/8" wide by 2-3/4" tall. The disc caliper brakes shall be constructed of high strength die cast aluminum. Brake extension levers shall measure 12" long by 3/4" wide and shall be constructed of 7 ga. aluminum sheet. Brake engage rods shall measure 37" long by 5/8" wide, with two bends 90 degrees from each other. The rods shall be constructed of 6 ga. stainless steel wire. The protective cover assembly shall comprise two halves of 135" long by 8" tall by 1/4" thick EPDM ethylene propylene. Stiffener brackets for deck assembly shall be constructed of 2" x 2" x 1/4" angle. Weight lever assemblies shall be constructed of a bushing and 9" bolt **welded** to 1/4" x 1-1/4" sheet. The round weight discs shall be 6" diameter by 1-1/8" tall C1018 A36. The deck assembly shall comprise two identical semi-circular deck halves measuring 96" wide by 48-5/16" deep with a 5-3/8" semi-circular cut-out in its flat side's center (for field assembly around hub center post.) Each deck half shall be constructed with 11 ga. steel sheet with an outer skirt of 1/8" flat sheet steel 4" tall solid **welded**. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 3" flat steel braces. Protective cover mounting bracket measuring 1" tall shall be **welded** 11 ga. G-60 Galvanized. A deck mounting plate shall be constructed of 1/4" black plate. Each handrail assembly shall comprise an upside down U-shaped arch constructed of 1" **pipe** spanning 27-5/16" and standing approximately 25-5/8" high from the deck surface, with **welded** mounting plates of 11 ga. and a rail constructed of 1" **pipe** **welded** in the arch center formed at an 80.4 degree angle for field assembly to the tube cover. The assembly shall contain **Fastener Style A** and **Fastener Style B** hardware. The deck assembly, cover plate, and stiffener brackets shall be finished in **Mira-Therm** (brown only.) The hub assembly, handrails, and levers shall be finished in **Mira-Cote**. The protective cover shall have color molded in.

- **MULTI-BOUNCER** shall be a round deck with handholds (mounted atop four coil springs between steel support frames, one set securely in ground) which users may cause to rock and bounce by shifting their body weight. The handrail weldment comprises four handrails with bases and a center post with base

and cap, all solid **welded**. The handrails shall stand approximately 25" above the base and 17" out from center post. The handrails shall be constructed of formed 1" **pipe**. The center post shall be constructed of 5" tube with a 5" round end cap mechanically fastened to its top end. The center post shall measure 26" between base and end cap. The handrail and center post bases shall be constructed of 1/4" black sheet steel. The round base deck shall measure 48" diameter by 2-1/8" high. The decking sheet shall be constructed of 11 ga. sheet perforated with a staggered pattern of 3/8" holes at 5/8" apart center to center. The base skirt shall be constructed of 3/16" by 2" flat. The **welded** deck assembly shall contain axial support braces of 3/16" by 2" flat. The compression springs shall be heavy-duty, eight coil, 3/4" diameter round spring steel. Each spring shall be 5-9/16" in diameter by 13" long. Each spring shall have two Spiralok discs for field attachment to the footing frame and deck support braces. The top frame shall comprise a deck frame assembly and spring gussetts solid **welded**. The deck frame shall comprise two sections of channel 4" wide by 21-1/2" long constructed of 5.4 #/ft structural steel **welded** opposite each other centered on a channel 4" wide by 47" long also constructed of 5.4 #/ft structural steel. The deck frame shall contain four 3/8" weld nuts. Weld tabs shall be constructed of 1/4" black plate. The frame side shall be constructed of 2" by 2" by 1/4" angle and the spring gussetts shall be constructed of 3/8" black sheet steel. The bottom frame shall contain spring gussetts and frame sides as described above and **welded** footing braces of 1/2" square bar measuring 16-1/2" long and footing angles constructed of 2" by 2" by 1/4" angle. The assembly shall contain **Fastener Style A** hardware. The handrail assembly shall be finished in **Mira-Cote**. The coil springs and Spiraloks shall be finished in **Perma-Guard**. The deck assembly shall be finished in **Mira-Therm**. The top and bottom frames shall have a galvanized finish.

- **MULTI-PONDO** shall provide standing see-saw action. The handrail assemblies each shall comprise an arched rail (spanning 180° at 76" wide) of 1" **pipe**, 14 ga., two support rails of 1" **pipe**, 14 ga., a central vertical support of 3" x 1-1/2" x 1/8" rectangular tube (similar to square tube) with end cap of 1-1/4" x 3/16" HR flat and steel axle anchor, and two swaged step end brackets of 2" tube with steel plug, all solid **welded**. The assembly also includes a 2-7/8" diameter by 5/16" thick step bushing of black UHMW, a threaded pin of 1/2" O.D. mild steel, and a flex axle assembly of steel and rubber construction. The step assemblies each shall comprise a step anchor of 2" tube, a rubber step with embedded step plate of 16 ga. A-60 Galvanized sheet, threaded connection rod of 3/8" O.D. mild steel, and two 2" O.D. plastic pipe plugs. The post assemblies each shall be constructed of 5" **pipe**, 11 ga. with an axle housing of 2-1/2" **Sch 40 pipe** inserted and solid **welded** and a 5" round end cap pressed into its top end. The base shall comprise a frame of 2" x 2" x 3/16" angle and 3" x 4.1# channel, vertical tire braces and tire fastener braces of 3" x 4.1# channel, and post supports of 11 ga. sheet, all solid **welded** and hot dip galvanized. Tire assemblies shall be constructed of rubber. The assembly shall contain **Fastener Style A** hardware. Handrails and posts shall have a **Mira-Cote** finish. The stop shall have color molded in. The base shall have a galvanized finish.

- **LOGROLL** shall comprise two posts (with handholds) supporting a cylinder that users stand upon and cause to spin by walking or running. The 106" long (pipe length before endcap) posts shall be constructed of 5" **pipe** with 5" round end caps mechanically

fastened at top end. Handholds of 1" **pipe** shall be **welded** to the posts. The 48" long by 16" diameter textured cylinder shall be constructed of medium density polyethylene approximately 3/16" to 3/8" thick, with bearings of ultra-high density polyethylene and an axle of 1" **pipe**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The posts and clamps shall have a **Mira-Cote** finish. The logroll cylinder shall have color molded in.

- **PULL ALONG** shall be an ADA component that provides children with disabilities a way to work on upper body strengthening and conditioning. Pull Along shall comprise 4 straight Rotomolded sections, factory assembled. Pull Along body (minus legs) shall measure 114" in length, 28" in width and 15" in height. Legs shall comprise a leg solid **welded** to a leg plate. Leg shall be constructed of 1-1/4" **pipe**. Leg plate shall be constructed of 7 ga. galvanized steel. Leg assembly shall measure 43-1/16" in length. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Legs shall have a **Mira-Cote** finish.

- **FREESTANDING BALANCE BOARD** with Handholds shall comprise a chain-suspended step and two handholds with steel posts. This challenging dynamic activity helps children develop balance and coordination. The step shall be constructed of T.P.R. injection molded over an aluminum core and shall measure approximately 17-1/2" wide by 9" deep by 1-3/8" thick. Step brackets each shall be constructed of 7 ga. galvanized sheet, formed and punched, solid **welded** with a 1-1/4" O.D. by 9/16" I.D. steel bushing housing containing a 9/16" O.D. by 3/4" oil impregnated bushing. The bushing housing rings shall be constructed of 5" **Sch 40 pipe**, drilled and formed, solid **welded** with a bushing housing and bushing as above. Chains shall be 4/0 straight link coil chain measuring approximately 8-3/4" and shall be field assembled between bushings of step brackets and rings with steel shackles. The handholds shall comprise formed 1" **pipe** bars, approximately 28-1/4" long, solid **welded** to formed and drilled bolt plates of 5" **Sch 40 pipe**. Posts shall be constructed of 5" tube measuring 106" long and shall include 5" round end caps. The assembly shall contain **Fastener Style A** hardware and **Fastener Style B** hardware. The posts, step brackets, bushing housing rings, and handholds shall be finished in **Mira-Cote**. The step shall have color molded in. The chains shall have a galvanized finish.

- **FREESTANDING POWER PEDALER** models shall be dynamic levers, mounted between freestanding posts, which users operate with arms, legs or both. The arms-operated lever shall be constructed of 1" tube and the legs-operated lever shall be constructed of 1" **pipe** solid **welded** with 2" square tube and 12 ga. end caps. Both levers shall contain two hand or foot grips constructed of high density polyethylene mechanically fastened to each. The support weldment sleeves shall be constructed of 5" **Sch 40 pipe** with U-shaped rails of 1" **pipe**, 12 ga. and mounting plate of 7 ga. galvanized sheet, all solid **welded**. The posts each shall be constructed of 5" tube with a 5" round end cap mechanically fastened to its top end. Post length shall be 106" before cap. The assembly shall contain **Fastener Style A** hardware. The levers, posts, and support weldments shall be finished in **Mira-Cote**. The hand or foot grips shall have color molded in.

- **X-CAVATORS** shall be hand-operated sand diggers which may rotate 360 degrees and shall be available with and without a seat. The model containing no seat shall be ADA-compliant. The X-Cavator assembly shall be constructed of steel tube arms and levers formed and solid **welded** and inset with self-lubricating bushings. The inground mounting pole shall be galvanized steel pipe. The seat and bucket shall be constructed of cast aluminum. All fastening hardware shall be **Fastener Style A**. The bucket, arms, levers, and main post assembly shall be powder-coat painted. The inground mounting pole shall have a galvanized finish.

- **JUMPING BEAN** is a freestanding, vertical component that resembles a stationary pogo stick. The assembly shall comprise a lower post assembly constructed of 3" OD x 11 ga., galvanized, solid **welded** to a 2.125 OD x 11 ga. sleeve, middle post assembly constructed of 3.5 OD x 11 ga. tube solid **welded** to a 2.125 OD x 11 ga. sleeve, upper post assembly constructed of 3.5 OD x 11 ga. tube with a 3.5" round end cap mechanically placed in its top end, and two half circle handholds of 1.315 OD x 14 GA A-60 embossed, solid **welded** to middle post assembly. A foot plate of 7 ga. sheet shall be attached to a square plastic plate and two plastic half rings atop a steel spring. Entire assembly shall measure 119-3/16" in length and 12" in width.

- **JET SKI FREERIDE** is designed to provide children with a standing jet ski-style rocking and teetering physical activity that encourages sharing and cooperation. Assembly includes a sturdy steel frame polyethylene seats. Coil springs shall be heavy-duty, eight coil, 3/4" diameter round spring steel. The spring shall be 5-9/16" in diameter by 13" long. Each spring shall have two Spiralok plates for attachment to the support arm and mounting frame. Base weldment shall consist of an anchor plate, top plate and tube, all solid **welded**. Anchor plate shall be constructed of 0.125" x 2" flat steel, top plate shall be constructed of 1/4" sheet, and tube shall be constructed of 5" tube. Tube weldment shall consist of right and left sided tubes, tube base plate, and rectangle support tube, all solid **welded**. Right and left tubes shall be constructed of 3-1/2" tube, galvanized. Tube base plate shall be constructed of 3/8" steel plate, and rectangle support tube shall be constructed of 2" x 3" x 3/16" tube. Frame weldment shall consist of a rectangle tube, vertical support tube, antenna balls, bracket, top handle, sleeve bushing, round plate, and flange bushing. Rectangle tube shall be constructed of 2" x 4" x 3/16" black steel, notched at both ends and solid **welded** to vertical support tube. Vertical support tube shall be constructed of 2-3/8" OD x 9 ga. tube, galvanized. Hollow steel antenna balls shall be solid **welded** to top handle. Brackets shall be 7 ga. sheet and shall be **welded** to vertical support tube. Top handle shall be constructed of 1-1/4" tube, solid **welded** to mashed ends of vertical support tube. Sleeve bushing shall be constructed of 1-3/4" O.D. x 9/32 wall black steel. Flange bushings shall be constructed of .937" x 1-1/4" O.D. x 1" at its narrow end, flaring to 1-1/2" x 3/16" thick, oil impregnated. The seats shall be polyethylene. All fastener hardware shall be **Fastener Style A** or stainless steel. Base weldment shall be hot dip galvanized. Tube weldment and frame weldment shall be finished in **Mira-Cote**.

- **SURFER** shall be a bouncing, wobbling coil spring component that encourages children to develop imagination, balance and motor skills while "surfing" the waves. The rider body shall consist of a **Rockite**

mold measuring 24-7/8" in length, 16-1/4" in width and 6-11/16" in height. Surfer shall have 5 pre-drilled 7/16" bolt holes and one 9/16" vent hole in its center. Surfer's top surface shall have a criss-cross tread design etched into the **Rockite** to deter slipping. The coils spring shall be 3/4" steel wire, consisting of eight 5-1/2" O.D. coils, with a free height of approximately 13". The coil spring shall have a spring rate of 650 lbs./inch, and shall be secured to the base plates by Spiral-Loks constructed of cast iron. Bolting Board Plate shall be constructed of 1/4" black ASTM-36 sheet pre-drilled with five 7/16" bolt holes and one 9/16" vent hole, and a center "keyhole" to lock in carriage bolt during installation. Bolting Spring Plate shall be constructed of 1/4" black ASTM-36 sheet predrilled with three 11/32" inch holes, one 9/16" vent hole, and overlapping center "keyholes" to lock in carriage bolts during installation. A bolting pin shall be solid **welded** to bolting spring plate and shall measure 2" in length. The base weldment shall comprise an anchor plate of 1/8" x 2" flat sheet, a top plate of 1/4" black sheet, and a center tube constructed of 5" tube, all solid **welded**. All fastening hardware shall be **Fastener Style A**. The **Rockite** body shall have color molded in. The coil spring and Spira-Loks shall be finished in **Mira-Cote**. Bolting plates are zinc plated.

- **SADDLE SEAT** shall be a freestanding, spinning component that supports the principles of inertia by keeping kids spinning merely by use of body weight. Entire assembly shall measure 70-5/8" in height, 18-5/8" in width and 16-13/16" in length. The seat shall be constructed of **Rockite** and shall measure 18-5/8" in width, 16-13/16" in length, and 18-5/8" in height at seat's back. Seat front shall taper upward to measure 16-13/16" in height to create a "saddle" for the rider to straddle. The post shall be constructed of 3-1/2" tube, galvanized solid **welded** to a base plate of 11 ga. sheet steel, galvanized. A spindle comprising cold rolled carbon steel shall be inserted into top of post assembly through an upper spacer of 3/8" steel plate and a lower spacer of 7 ga. galvanized sheet steel. Entire post assembly is fully **welded**. Post assembly shall measure 64-1/2". Model # 945-1 post assembly shall have a 10° bend. Hub assembly shall comprise a cast iron painted hub, an elastomeric shaft seal and tapered, greased roller bearings. Assembly shall be fastened to post assembly with **Fastener Style A** hardware. All fastening hardware shall be **Fastener Style A**. The **Rockite** seat shall have color molded in. The post assembly shall be finished in **Mira-Cote**.

- **SADDLE SEAT WITH SPRING** shall be a freestanding balance challenge component. Entire assembly shall measure 58-7/8" in height from highest seat point to bottom of base weldment. Seat shall measure 16-13/16" x 18-5/8". The seat shall be constructed of rotomolded **Rockite** which shall be contoured for comfort and include water drain holes. Hand grips shall be molded into the sides. Bolting Plates shall be constructed of 1/4" ASTM A36 steel sheet and shall measure 1/2" in diameter. The coils spring shall be 3/4" steel wire, consisting of eight 5-1/2" O.D. coils, with a free height of approximately 13". The coil spring shall have a spring rate of 650 lbs./inch, and shall be secured to the base plates by Spiral-Loks constructed of cast iron. Base Weldment shall comprise an anchor plate constructed of 1/8" x 2" flat sheet, a top plate of 1/4" flat sheet, and a center tube constructed of 5" tube, all solid **welded**. All hardware shall be **Fastener style A**. The **Rockite** seat shall have color molded in. The bolting plates shall be zinc plated. Base Weldment shall be finished in **Mira-Cote**.

- **SADDLE SEAT WITH SPRING/SWIVEL** shall be a freestanding balance challenge component that bounces and swivels. Entire assembly shall measure 58-7/8" in height from highest seat point to bottom of base weldment. Seat shall measure 16-13/16" x 18-5/8". The seat shall be constructed of rotomolded **Rockite** which shall be contoured for comfort and include water drain holes. Hand grips shall be molded into the sides. The coils spring shall be 3/4" steel wire, consisting of eight 5-1/2" O.D. coils, with a free height of approximately 13". The coil spring shall have a spring rate of 650 lbs./inch, and shall be secured to the base plates by Spiral-Loks constructed of cast iron. Base Weldment shall comprise an anchor plate constructed of 1/8" x 2" flat sheet, a top plate of 1/4" flat sheet, and a center tube constructed of 5" tube, all solid **welded**. Spindle Plate shall be constructed of 3/8" steel plate, zinc plated. All hardware shall be **Fastener style A**. The **Rockite** seat shall have color molded in. The spindle plate, exposed hub surfaces, coil spring, Spiral-Loks and base weldment shall be finished in **Mira-Cote**.

- **MIRACLE SAFETY PANEL** shall be designed to help ensure safe play for all children. It shall be the customers' responsibility to install the panel near their playsystem(s) and to enforce safety guidelines in their play areas at all times. The panel shall contain "age appropriate" information on one side and safety rules on the other. The panel shall be constructed of **Rockite** measuring 3-1/4" x 36" x 41" with all corners rounded. Safety information shall be silk-screened and molded into the **Rockite** during the manufacturing process. The legs shall be 16 ga. 2" tube, which shall be fabricated of 1010 hot rolled, **Flo-Coat** galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. The minimum mechanical properties of the tube shall be a yield strength of 40,000 p.s.i. and tensile strength of 45,000 p.s.i. The legs shall have threaded inserts installed at the factory for field mounting of the sign. All fastening hardware shall be **Fastener Style A**. The panel shall have color molded in, and the legs shall be finished in **Mira-Cote**.

- **SIGN, DECK EDGE** shall allow customers to clearly inform users of playground structure age appropriateness. Model # 714-590-25 shall be for ages 2-5, Model # 714-590-212 shall be for ages 2-12, and Model # 714-590-512 shall be for ages 5-12. Signs shall be constructed of **Mira-Lene** and use **Fastener Style A** hardware.

- **FREESTANDING SPRAY PANEL - WHALE & CLOWN** shall feature transparent convex bubbles with painted designs on both sides of a panel assembly. The assembly shall contain plumbing mechanisms that, by pressing a button located on one of the posts, shall cause spray nozzles in the clown's flower and the whale's blowhole to spray water. The panel assembly shall be constructed of **Rockite** with all corners rounded. The panel shall measure 6" deep x 38" high x 35-1/2" wide. A 24" diameter bubble vacuum-formed from clear polycarbonate sheet, bearing a stenciled design on its inner surface, shall be fastened to each side of the panel at the factory using tamper-proof screws and flat washers. Spray nozzles shall be fastened into each bubble. A ring constructed of 1" pipe shall be inserted through the panel top in the field for attachment to posts. The post assemblies shall be constructed of 5" tube with 5" round end caps mechanically fastened to top ends and round base plates of 3/8" black plate steel, with 7/16" wide slots for

surface mounting, solid **welded** to bottom ends. Stubs (used for panel attachment) of 1" pipe shall be solid **welded** to the post assemblies. A 5-1/4" x 3-13/16" access hole shall be cut into one post for attachment of plumbing components. Valves shall be 2" diameter push-button type PVC with 3" casing and foam seal requiring a maximum of 17 lbs. pressure to open. The valves shall each mount to **aluminum alloy** castings and a backing plate constructed of 7 ga. **G-90 galvanized**, and shall be sealed by a 1/8" thick gasket made of closed cell sponge. Spray nozzles shall be brass with nylon fittings and nozzle mounts constructed of cast **aluminum alloy**. Flow rate shall be approximately 0.4 gallons per minute at 40 p.s.i. The drain valve faucet shall be a "T"-handle propeller type faucet constructed of brass. The hoses shall be double ear pinch type. Where nylon fittings attach, a sealant shall be used to prevent leaks. The sub-grade plumbing shall comprise 1/2" PVC pipe, 3/4" PVC pipe, 1/2" PVC 90 degree elbows, 3/4" PVC 90 degree elbows, 3/4" - 1/2" reducing Tees, 1/2" PVC pipe couplings, 3/4" PVC pipe couplings, 1/2" PVC pipe Tees, 3/4" PVC pipe Tees, 1/2" PVC female adapter, PVC cement (1 pint), PVC primer (1 pint), 1-1/2" PVC pipe, and the drain valve faucet and hose fitting described above. All other hardware shall be **Fastener Style A**. The post assemblies and valve mounting plates shall have a **Mira-Cote** finish. The valve backing plates and hose clamps shall have a galvanized finish. Brass fixtures shall have a mill finish. The **Rockite** panel assembly shall have color molded in. Water usage during intensive use periods can be estimated at 0.2 gallons per minute.

- **PRETEND PANELS** shall contain a themed character image on opposite sides and a common view hole in which users position their faces for silly fun and great photo opportunities. The frame assembly shall consist of a top rail, support rail and mounting bracket. The top rail and support rail shall be constructed of 2" pipe, drilled and solid **welded**. Mounting tabs shall be constructed of 14 ga. sheet, **A-60 Galvannealed**, drilled, formed and solid **welded** to the support rail. Model # 449-1 and # 449-1BD shall comprise three panels: two painted outer panels constructed of .220-.236 clear polycarbonate and a routed middle panel constructed of **Mira-Lene**. Model # 449-2 and # 449-2BD shall comprise a single routed panel of **Mira-Lene**. All hardware shall be **Fastener Style A**. The frame assembly shall have a **Mira-Cote** finish. **Mira-Lene** panels shall have color molded in.

- **FREESTANDING EASELS** shall be assemblies for In-Ground and Bolt-Down installation which contain a "cup holder" tray to facilitate finger painting and other activities on both sides of a transparent panel. Each model shall consist of a frame assembly, panel, and tray. The frame assembly shall consist of a top rail, support rail and mounting bracket. The rails shall be constructed of 2" pipe, galvanized, drilled and solid **welded**. The mounting bracket shall be constructed of 14 ga. sheet, **A-60 Galvannealed**, drilled, formed and solid **welded**. Model # 435BD shall have base plates **welded** to the bottom of each leg of the frame. The panel shall be constructed of .220-.236 clear polycarbonate, 27-1/2" x 48", drilled, with routed and painted designs. The tray shall be constructed of 3/4" x 15" x 40" **Mira-Lene**. All hardware shall be **Fastener Style A**. The frame assembly shall have a **Mira-Cote** finish. The panel and tray shall have color molded-in.

- **FREESTANDING HANG-A-ROUND** shall consist of an arched post and post extension, steering wheel, and motion assembly. This activity shall be available as an individual unit and in clusters of two and three for

installation adjacent to one another. The post shall be constructed of 5" tube and shall measure 154" prior to the arched section, with an 18" outside-sleeve extension. The steering wheel shall be constructed of cast aluminum, a 6063-T6 aluminum alloy with a tensile strength of 35,000 p.s.i., a yield strength of 31,000 p.s.i., which receives an oxidation-inhibiting coating prior to painting, and conforms to ASTM B221, ASTM B597, and ANSI/ASC H35.1. The motion assembly shall be constructed of an 8620 hardened steel ball screw and ball nut with stainless steel bearings. The 5-piece clutch mechanism and guide shaft shall be 303 stainless steel. Guide bushings shall be maintenance free, oil-impregnated brass bushings. Standoffs and guide plates shall be 6061 aluminum. The post, extension and steering wheel shall have a **Mira-Cote** finish.

- **FREESTANDING MAYPOLE** shall be a dynamic play activity which permits users to grasp the rotating hand grip assembly and use his or her body weight to cause the assembly to rotate around its axis at a slight angle. The Post assembly shall comprise a base plate constructed of 7 ga. galvanized steel, top and bottom shaft spacers constructed of 3/8" ASTM A-36 steel plate, a center shaft constructed of 1018/1020 carbon steel, and an upright post constructed of 5" OD x 7 ga. galvanized steel tube. Entire post assembly shall measure 147" in height and 7-7/8" in width. All post assembly components shall be solid **welded**. Hand grip assembly shall comprise an outer ring constructed of 1.315" OD x 14 ga. galvanized steel tubing, eight connecting stubs of oval .75" x 1" x 15 ga. galvanized steel tubing, spokes and inner rings constructed of 1.9" OD x 10 ga. galvanized steel tubing, support brackets constructed of 7 ga. galvanized steel sheet, an inner hub constructed of 1018/1020 steel, and two deep groove ball bearings with elastomeric contact seals. Bearings shall be pressed into hub with interference fit. Hub, spokes, support brackets, inner ring, stubs and outer ring are all solid **welded**. Hand grip assembly shall measure 6' in width and 2'-5" in height. Fasteners shall include **Fastener Style A** hardware. Hub, spokes, support brackets, inner ring, stubs, outer ring and post assembly shall be finished in **Mira-Cote**.

- **FREESTANDING TORNADO** shall be a dynamic play activity which shall permit a single user standing on a suspended/elevated platform, grasping a center pole, to use his or her body weight to cause the assembly to rapidly rotate around its axis at a slight angle. The user can easily reverse the assembly's direction by shifting his or her weight, and cause it to slow and stop. The models shall comprise the Tornado module and a triangle deck system. The Tornado's pole, axis and arms shall be constructed of tubular steel, electro-galvanized, primed and powder-lacquered. The assembly shall contain a standing platform of microporous polyurethane foam on a weather-resistant plywood core. Fastening hardware shall be steel, hot-galvanized or electro-galvanized with a 20 um coating, and shall be protected by the Corrosil anti-corrosion system, or shall be **Fastener Style A**. The triangle deck shall have a deck top surface area of 7 square feet, and shall be constructed of 2" x 3" x 3/16" steel angle perimeter frame with 1/2" x 11 expanded metal decking. The decking shall have 3/16" x 1-1/2" flat steel braces. The deck assembly shall be solid **welded**. **Versalok Fasteners** and deck support castings shall be **aluminum alloy**. The posts shall be constructed of 5" tube with 5" round end caps mechanically fastened to top ends. The fastening hardware for the deck assembly shall be **Fastener Style A**. The deck shall be finished in **Mira-Therm**.

The posts and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **FREESTANDING CRAWL TUBES** shall include 24" I.D. models. Model # 413 shall measure approximately 4' with an inside diameter of 24". The 90-degree elbow tube crawl, Model # 414, shall have a 34" centerline radius with an inside diameter of 24". The crawl tubes shall be supported at each end by 36" x 38" x 2-1/2" panels. A minimum of 18" between units shall be recommended to prevent entrapment. The tube sections shall be constructed of **Rockite**. Each end shall have a 26-1/2" flange. The panels shall also be **Rockite** and shall measure 38" x 38". The anchor tubes shall be precision drilled 1-1/4" pipe, 10 ga. All hardware shall be **Fastener Style A**. **Rockite** tubes and panels shall have color molded in. Anchor tubes shall have a galvanized finish.

- **FREESTANDING FUN FONE WITH ROUND POSTS** may be used by itself or with other playground equipment. It shall allow children to talk to each other. The round posts shall be 5" tube measuring 76" in length and shall have a 5" round end cap mechanically fastened to the top end. The Fun Fone tube assembly shall be constructed of 2" pipe. The mouthpiece shall be made of 16 ga. galvanized steel. The stub shall be made of 1" pipe. The Fun Fone tube assemblies shall be solid **welded**. The 2" I.D. tube shall be 50' long and constructed of polyethylene. The tube connectors shall be constructed of rubber and shall have a hose clamp at each end. **Versalok Fasteners** for Model # 432 shall be constructed of **aluminum alloy**. All hardware shall be **Fastener Style A**. The posts, **Versalok Fasteners**, end caps, and Fun Fone tube assembly shall be finished in **Mira-Cote**.

- **ALL STEEL SEE SAW UNITS** shall include complete systems and component parts. Model # 602 and # 604 shall be two and four unit all steel see saws with frames. Model # 607 shall be a single see saw without frame. The see saw frames shall be constructed of 2" pipe formed to a "U" shape 36-3/4" high. Model # 602 shall measure 81" center leg to center leg. Model # 604 shall require two frames, each measuring 59-11/16" center leg to center leg. One inch stubs constructed of 1" tube shall be **welded** on the bottom of the frame in pairs, 3" apart (37" center to center for Model # 602 and 23" center to center for Model # 604.) For Model # 604, a tee shall join the pair of frames. The tee shall consist of a 36" long leg constructed of 2" pipe and a 2-1/2" cross member 12" long. The see saw clamps shall be die-formed of 3/16" x 2" x 8-5/8" long steel flat. One-half inch diameter holes shall be punched at each end. The clamps shall fasten around the frame and to the see saw boards. The plywood bearing shall be constructed of exterior grade plywood. The see saw boards shall be fabricated of 3/4" **Sch 40 pipe**. They shall be 169-1/2" long and 8" wide center-to-center. Handholds and center spacer shall be constructed of 1" tube. The remaining supportive members shall also be constructed of 3/4" **Sch 40 pipe**. The seats shall be of 11 ga. sheet **A-60 Galvannealed** 7-7/8" wide x 14" long. The center plate shall be constructed of 7 ga. plate, 7" x 8", with 9/16" diameter holes in four places to accept the clamps. Gusset boards shall be constructed of 14 ga. galvanized sheet. The entire assembly shall be solid **welded**. All fastener hardware shall be **Fastener Style A**. The units shall be all galvanized and where **welded**, a zinc rich coating shall be applied. The seat sections of the see saws shall have a red enamel finish.

• **FREESTANDING MAGIC BALL POPPER PANEL**

shall contain a clear bubble on one side and on the other a clear sheet and steering wheel which shall turn an internal paddle and a quantity of multi-colored balls. The panels shall be constructed of **Rockite** with all corners rounded. Covers shall be **Rockite** and shall be attached at the factory using tamper-proof hardware. All panels shall have molded-in color. The enclosures shall consist of uprights and support bars, all constructed of 1" pipe, drilled and formed, and 11 ga. **A-60 Galvannealed** sheet. The Magic Ball Popper Panel shall measure 36" x 38" x 15" with all corners rounded. One side shall contain a clear bubble as described above. The other side shall contain a window of clear polycarbonate sheet. Both shall be fastened to the panel at the factory using tamper-proof screws and flat washers. The window shall hold a steering wheel constructed of H.D.P.E. Black with mounting bracket of hot rolled steel strip, which shall drive a shaft of zinc coated cold finished steel round to be mounted to the bubble, facilitating turns of a paddle device of polyethylene inside the assembly. The paddle shall contain two 4" holes allowing for stirring, spinning, balancing and passage of 3" diameter polyurethane balls of several colors.

• **FREESTANDING STEEL PANELS** shall be durable components designed to enhance imaginative play. The steel Tic Tac Toe panel shall allow children to play the classic game cooperatively, the steel Window Panel shall resemble house windows, and the steel Steering Wheel Panel shall resemble a car console. Model #180-602-10 shall comprise an 11 ga. sheet panel with two vertical support rails of 1" tube. Model # 180-602-11 and 180-602-15 shall comprise an 11 ga. sheet panel, two vertical support rails of 1" tube and two top rails of 1" pipe. Entire Tic Tac Toe Panel, Steel Window Panel and Steel Steering Wheel Panel shall measure 37" in width and 37-1/2" in height. Steering wheel and knob shall be constructed of aluminum. Tic Tac Toe cylinders shall be constructed of cast aluminum with etched "x's" and "o's". Cylinders will attach to panel via an axle constructed of 1" O.D. x 14 ga. tube, **A-60**, with stainless steel hardware and plastic spacers. Each post assembly, measuring 70" before application of end cap, shall be constructed of 3-1/2" tube with a 3-1/2" round end cap mechanically fastened to its top end. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rungs, clamps and steel panels shall have a **Mira-Cote** finish.

• **FREESTANDING MATH MONSTER PANEL** shall feature an interactive ball game which users operate by turning knobs to raise and release enclosed steel balls into symmetrical obstacle patterns. The balls randomly drop, bounce and wind among pegs before reaching spinners to score points, then re-enter the lift mechanisms. There are two side-by-side games, each containing 10 balls. The panel also contains routed simple math equations and formulas, along with the term "The Math Monster" (in English) on its front side, and routed multiplication tables and the phrase "Learn Your Tables" (in English) on the other side. The posts shall each measure 70" before application of end cap and shall be constructed of 3-1/2" tube with a 3-1/2" round end cap mechanically fastened to its top end. The panel assembly shall comprise two routed **Mira-Lene** panels and a clear polycarbonate cover, all measuring 36-1/2" x 40" with all corners rounded, fastened together to enclose various contents. Two black high density polyethylene gear handles mounted outside the cover shall turn on bronze flanged bushings to drive notched, non-reinforced, welded urethane belts (Hi-Ridge Top, Eagle Orange 85 Shore

A Durometer; FDA compliant; temp range 20 to 130 degrees Fahrenheit) over two sets of slotted 5-1/2" diameter pulleys, designed to carry 1/2" steel balls and release them in routed channels. Four black high density polyethylene gear handles shall turn on bronze bushings and shall drive 1/4" thick polyethylene "spinner" gears inside the panel assembly. The panel assembly shall contain a rung bracket of 1" O.D., 14 ga. fluted round tube with bolting tabs of 11 ga. **A-60 Galvannealed** sheet, all solid welded, for field mounting of panel to clamps. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel assembly shall have color molded in. The panel's game side shall feature a two-color scheme, and the panel's opposite side shall be a third, different color. The rung bracket and clamps shall be finished in **Mira-Cote**.

• **MIRA-THERM 6' SQUARE SANDBOX** shall be a square structure bordered on each side by a steel wall 12" high with a punched steel seatboard atop each wall. The seatboard shall be constructed of 16 ga. punched sheet, welded to a frame consisting of two 11 ga. angles and two 1/4" flat steel braces, with three welded 11 ga. angle supports. The side walls shall be constructed of 11 ga. **A-60 Galvannealed** sheet steel with three welded 11 ga. channel supports and two welded 11 ga. angle anchor brackets. The assembly shall contain **Fastener Style A** hardware. The seatboards shall be finished with **Mira-Therm**.

• **ELEVATED SANDBOX** shall enable any youngster, whether on foot or in a wheelchair, to play in the sand. The sandbox container shall be deep enough for 5-1/2" to 6" of sand. The sandbox shall be constructed of 1/4" to 5/16" thick sprayed-up fiberglass. Overall dimensions shall be 6'-9" x 6'-9" at the widest point and 3'-2" x 3'-2" at the narrowest points. The sandbox shall have a 6" depth with a 3" wide lip around the perimeter. Molded in protrusions for the legs shall be 7-5/8" diameter. Holes of 7/16" diameter shall be drilled in four locations at each leg position; three for attaching legs and one for drainage. The legs shall be constructed of 8" tube and shall measure 27" for Model # 418-154, and 33" for Model # 418-154-1. Three clips of 1-1/2" x 1-1/2" x 1/8" angle shall be welded on each end for attachment to the sandbox and for anchoring purposes. All fastener hardware shall be **Fastener Style A**. The sandbox shall have a heavy duty, high gloss **Gelcoat** finish. The legs shall be finished in **Mira-Cote**.

• **SAND AND SEA TABLE** shall be a freestanding component that can be filled with either water or sand for a standing/wheelchair accessible play experience. The table and lid shall be constructed of **Rockite**. Table shall measure 42" in length, 39-1/2" in width and 6" in height. Lid shall measure 34-1/2" in length, 27" in width and 4-1/2" in height. Posts shall be 3-1/2" OD x 70" with a 3-1/2" post cap preassembled to top of post. Brace support shall be constructed of 16 ga. Square tube with 11 ga. Sheet brackets solid welded to ends. Fasteners shall be stainless steel. Table/lid shall be available in 7 **Rockite** colors; posts shall have a **Mira-Cote** finish.

• **CRAFT TABLES** are a fun and attractive way to encourage children to be creative and engage in group activities. Craft table will include two half Hex Decks that, when fastened together, create a large hexagonal deck, a treehouse roof, and either 5 or 6 seat pods arranged around the Deck's perimeter. Five seat craft table shall be ADA compliant. Decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a

staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 3/16" x 1-1/2" flat steel braces. The entire assembly shall be solid welded prior to PVC coating. The hexagonal roof assembly shall be constructed of **Rockite** and measure 106" in diameter (at roof section edge) by 46-1/2" tall at its apex. The roof shall comprise three sections to be field assembled by bolting together and securing to deck posts via roof mount receivers. Plastic hole plugs 4" in diameter shall be inserted into roof assembly. Each roof mount receiver shall consist of a sleeve constructed of 3-1/4" OD x 16 ga. wall tube, solid welded to a bolting plate of 7 ga. sheet, drilled. Each seat pod comprises a pod and post assembly. Pods shall be constructed of **Rockite** and shall contain a hex-shaped top surface measuring approximately 16" in diameter. Pods shall measure 12" without posts. Posts shall be constructed of 1-1/2" pipe with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized** solid welded to the posts. Post length shall be 38-5/16" before field assembly to pod. Overall assembled length shall be 42". Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Deck shall have a **Mira-Therm** finish. Clamps shall have a **Mira-Cote** finish. The **Rockite** roof sections shall have color molded in. Roof mount receivers shall have a **Mira-Cote** finish. The **Rockite** pods shall have color molded in. Pod posts shall be finished in **Mira-Cote**.

• **BIG TIMBER CRAFT TABLES** shall give children a fun and attractive way to be creative and engage in group activities. Craft table will include two half Hex Decks that, when fastened together, create a large hexagonal deck, a Big Timber Hexagon Leaf Roof, and either 5 or 6 Big Timber Stump Seats arranged around the Deck's perimeter. Five seat craft table shall be ADA compliant. Decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 3/16" x 1-1/2" flat steel braces. The entire assembly shall be solid welded prior to PVC coating. The Hex Leaf Roof shall be constructed of **Rockite** and shall be approximately 118" in diameter (at roof section edge) by 54" tall at the apex, comprising six sections which shall be field assembled. Roof sections shall be bolted together and attached to Deck Posts by means of Roof Mount Receivers. The Roof Mount Receivers each shall consist of a sleeve constructed of 4-5/8" tube bolted to plates of 11 ga. sheet. Each Stump assembly shall comprise a stump and post. Stumps shall be constructed of **Rockite** containing a textured, log-shaped top surface measuring approximately 17" in diameter. Stumps shall measure 12" high without posts. Posts shall be constructed of 1-1/2" pipe with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized**, solid welded. Post length shall be 46-5/16" before field mounted to Stumps. Entire stump and post assembly shall measure 58-5/16" in height. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Deck shall have a **Mira-Therm** finish. Clamps shall have a **Mira-Cote** finish. The **Rockite** roof sections shall have color molded in. The Roof Mount Receivers shall have a **Mira-Cote** finish. The **Rockite** stumps shall have color molded in.

• **STAND ALONE ROCKITE PANELS** shall be developmental activity panels, each consisting of two posts and a panel assembly, though models may share posts. All panels shall be assembled at the factory. The posts shall be constructed of 3-1/2" tube. Posts shall have 3-1/2" round end caps mechanically fastened to the top ends. The panels shall be

constructed of **Rockite** measuring 36" x 38" x 2-1/2" with all corners rounded. The panel support shall consist of a top and bottom rail of 1" tube, each with two tabs of 11 ga. **A-60 Galvannealed** sheet, solid welded. *View Groove Panel:* The view groove panel shall have six 2" view slots evenly spaced at 5-1/4" with a slant of 20 degrees from vertical. *Bubble Panel:* The bubble shall be vacuum formed from clear polycarbonate sheet. The spherical bubble shall measure 24" in diameter. The bubble shall be attached to the panel using tamper proof screws and flat washers. *Panel with Hole:* The hole shall measure 24" in diameter. *Clock Panel:* The clock face and clear cover shall be constructed of clear polycarbonate sheet. The clock face shall be silk-screened with a white face and black numbers. *Mirror, Maze, Marble Race, and Motor Skill Panels:* The brackets for the mirror, maze, marble race, and motor skill panels shall be constructed of 1" pipe and 11 ga. **A-60 Galvannealed** sheet. The mirrors shall be vacuum formed from mirror polycarbonate sheet. The mirror shall measure 24" in diameter and shall be attached at the factory using tamper proof screws and flat washers. The maze shall be constructed of **Mira-Lam** with the corresponding design factory routed. The maze shall measure 24" in diameter and shall be attached at the factory using tamper proof screws and flat washers. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All of the **Rockite** panels shall have molded-in color. The posts, end caps, panel support assembly and clamps shall have a **Mira-Cote** finish.

- **STAND ALONE WALL WITH WHEEL & TIC TAC TOE PANEL** shall be freestanding components. Model # 180-900 wall with steering wheel shall be used for imaginative play. Model # 180-903 shall be a panel which permits users to play the familiar game. The posts shall be constructed of 3-1/2" tube. Each post shall have a 3-1/2" round end cap. The wall for steering wheel shall consist of a top and bottom rail joined by uprights all constructed of 1" tube, solid welded. The rails shall measure 36-1/2" long and the uprights shall be 35-7/8" long. The mounting bracket for the model with steering wheel shall be 11 ga. **A-60 Galvannealed** sheet welded to the wall enclosure. The steering wheel shall be cast aluminum alloy. Cylinders shall be blow-molded polyethylene. The frame shall be bolted together and fabricated of 1" tube. Cylinder axles shall be constructed of 1" pipe. Horizontal pipes shall have threaded aluminum inserts staked at each end. Vertical pipes shall have plastic pipe plugs installed. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The posts, end caps, wall assembly, steering wheel, tic tac toe frame, and clamps shall have a **Mira-Cote** finish. Cylinders shall have color molded in. "X"s and "O"s shall be hot-stamped in black.

- **FREESTANDING CYLINDER PANELS** shall contain nine cylinders in rows and columns of three which spin independently of one another. Each cylinder shall contain two molded-in graphic images on opposite sides which may be aligned with other cylinders to complete a larger image, a series, a word, or an academic exercise. The panel shall be constructed of **Rockite** with all corners rounded and shall have cylinder assemblies factory-installed using tamper-proof hardware. Each cylinder shall be constructed of **Rockite** with molded-in graphics on two "sides." Cylinder axles shall be constructed of 1" pipe. The top rail shall be constructed of 1" pipe. Each casting/stub assembly shall be constructed of 1" pipe with an aluminum alloy casting bolted to it at the factory. The posts shall be constructed of 3-1/2" tube

with 3-1/2" round end caps mechanically fastened to the top end. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** panel and cylinders shall have color molded in. The clamps, rail, and casting/stubs shall have a **Mira-Cote** finish.

- **STAND ALONE MIRA-LAM PANELS** shall be stand alone educational activity panels. Model # 180-979-1, # 180-979-2, # 180-979-3, and # 180-979-4 shall each contain a steering wheel providing the opportunity of pretending to drive. Model # 180-981-1, # 180-981-2, and # 180-981-3 shall contain a series of sliding letters and pictures to simulate spelling challenges. The posts shall be constructed of 3-1/2" tube. Each post shall have a 3-1/2" round end cap mechanically fastened to the top end. The panels shall be constructed of **Mira-Lam** and shall measure 36" x 38". The panel support shall consist of a top and bottom rail of 1" tube, each with two tabs of 11 ga. galvanized sheet, solid welded. *Panels with Wheels: (Fire Truck/Ambulance/Bus/Police)* The corresponding vehicle image shall be silk-screened on the panel. The steering wheel shall be cast aluminum alloy. *Word Speller panels: (3-Letters/4-Letters/5-Letters)* Speller panel sliding letters and pictures shall be silk screened. All **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. The panel shall have molded-in color. The posts, end caps, panel support components, steering wheel, and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **FREESTANDING CHIME PANEL** shall contain a manually-activated tonal scale, providing a delightful acoustic experience. The panel shall be constructed of **Rockite** with all corners rounded, measuring 37-15/16" tall by 36" wide with a peaked top. The panel insert shall contain eight chime tubes of 1-7/16" O.D. 6063-T6 aluminum suspended on a 1/4" 304 stainless steel rod between 48" diameter by 3/4" thick sheets of high-density polyethylene (routed with the tonal value each chime represents) with rectangular openings for access to the chimes. Spacers, fillers and covers shall be constructed of laminated sheet HDPE, and the striker shall be 3/4" thick by 16-1/2" HDPE. Users activate the chimes by pushing them against the striker with their hands. The assembly shall contain two horizontal rails of 1" pipe for field assembly to posts via clamps. The posts shall be constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened to the top ends. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** panel and HDPE inserts shall have color molded in. The posts, rails and clamps shall have a **Mira-Cote** finish.

- **STAND ALONE IMAGINATION PANELS** and stand alone Activity Panels (**Mira-Lene** models only) shall be representational activity panels designed to enhance imagination and creative play. They may be installed freestanding individually or in clustered configurations. Each shall consist of two posts and a panel assembly, though models may share posts. All panels shall be assembled at the factory. The posts shall be constructed of 3-1/2" tube. Each post shall have a 3-1/2" round end cap mechanically fastened to the top end. The panels shall be constructed of **Mira-Lene** and shall measure 36-1/2" x 40" with all corners rounded. The panels shall have routed designs including a general store counter, a bank teller window, a television front, a puppet stage, a window, a computer screen, a door, a park ranger, a fire truck, a police car, a train engine, a taxi cab, an airplane with and without window (each containing two steering wheel assemblies), a race car, an alphabet finger

maze, an abstract finger maze, a calculator, a bus stop/bench, a rest stop/bench, a sign language alphabet, a Spanish-English translation, a drum panel, Braille alphabet with riddles, and moving pistons, gears, and sliding tiles. The steering wheel(s) on vehicle themed panels shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. The panel support shall consist of a top and bottom rail of 1" tube, each with two tabs of 11 ga. galvanized sheet, solid welded. All **Versalok Fasteners** for deck and component attachment shall be aluminum alloy. In addition to the above materials, Model # 180-714-6 (pilot panel with window) shall feature a clear polycarbonate window mechanically fastened to the panel. In addition to the materials described above, Model # 180-761-3 shall contain a clear polycarbonate cover mechanically fastened over two side-by-side sets of intersecting 1/4" thick gears, to be constructed of high-density polyethylene which shall turn on nylon bushings, except for the black nylon handles and drive gears which shall turn on bronze bushings. Its opposite side shall contain side-by-side routed finger mazes. Model # 180-761-2 shall contain a cover, gears and knob as described herein, and connecting rod and piston shapes of 1/4" thick high-density polyethylene as well. Its opposite side shall contain routed text and designs. In addition to material and specifications detailed above, Model # 180-761-4 shall contain 15 moveable, tongue-and-groove tiles with routed numerals to be constructed of 1/4" thick high-density polyethylene. Model # 180-715-13 shall contain 3 rotational molded drums of low density polyethylene resin. Each drum shall be attached to the panel through a cover plate constructed of 11 ga. galvanized steel sheet with a **Mira-Cote** finish. The panels and steering wheel shall have molded in color with each panel assembly having a two-color scheme. The posts, end caps, panel support assembly, and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **STEERING WHEEL, POST MOUNT** shall be designed to provide driving stimulation on any pre-existing deck post. The steering wheel shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. The Steering Column shall be constructed of 2" pipe. The assembly shall contain **Fastener Style A** hardware. The Steering Column shall have a **Mira-Cote** finish.

- **BELL, POST MOUNT** shall be designed to provide noisy, imaginative play to any pre-existing deck post. The Bell Assembly shall consist of a Bell, A Bell Support, a 6-link Chain, and eyebolt, and **Fastener Style A** hardware. The Bell shall be constructed of **A-60 Galvannealed**. The Bell Support shall be

constructed of 1" pipe, Gator Grip. The Bell Chain shall be constructed of 4/0 straight link coil chain. The Bell shall have a Mira-Cote finish.

- **FUN TUNNELS** may be used in various games of chance using a ball not more than 1 1/2" in diameter. The ball shall be not f. The Fun Tun's receptacle shall be bowl-shaped with four ball exit "tunnels" and shall be available constructed entirely of Rockite or Recycled Rockite. Recycled Rockite shall be produced from resins obtained from finished Rockite trim, which has been cut, ground, and pulverized into a powdered state. The post assembly shall be finished in Mira-Cote. The Rockite Fun Tun's receptacle shall have color molded in. Recycled Rockite shall be available only in black.

- **CRAWL TUBE GROUND-LEVEL ADAPTOR KIT** shall contain mounting brackets and fasteners to convert deck-mounting Crawl Tubes for below deck or freestanding installation. Support assemblies each shall be a 41-1/2" rung of 1" pipe with a bolting tab of 7 ga. G-60 galvanized solid welded to it. The kit shall contain Versalok Fasteners and Fastener Style A hardware. The supports and clamps shall have a Mira-Cote finish.

- **BIG TIMBER TRANSOM** shall be designed to tie natural-look Big Timber components together. Big Timber Transom shall provide shade to your system. Transom shall be constructed of Rockite and shall measure 36-1/8" in length, 25-1/8" in height and 8-1/8" in width at widest point. Stubs shall be constructed of 1" pipe with a 3/8-16 aluminum insert stake in one end, and shall measure 4-1/4" in length. Stub shall be finished in Mira-Cote. The assembly shall contain Versalok Fasteners and Fastener Style A hardware.

• PLAYER & LOCKER BENCHES [PB]

Product specifications not published in this document. Call MREC Customer Service at 1-800-523-4202 or your Sales Representative for assistance.

• BIKE RACKS, GRILLS & LITTER RECEPTACLES [PE]

- **FIRE RING COOKERS** shall each comprise a 6" high wall connected to a moveable grilling surface for outdoor cooking. The grilling surface of Model # 1105-1 shall be hinged, and the grilling surface of Model # 1105-2 may be set at three different levels. Both models may be installed in either permanent or temporary fashions (stakes or staples not included.) The assembly for Model # 1105-1 shall measure 36.18" from front to back and 33.5" wide excluding grill handle on one side. The grill surface shall measure 14.93" from front to back. The grill hinges and brackets for ground installation welded to the back of the assembly shall be 26" apart. The fire ring wall shall measure 6" high. The overall height of the assembly shall be 9". The cooking grill shall be formed from 3/8" rod with a cooking surface of 448 square inches. The grill shall float between angle iron and flat bar allowing it to expand and contract. The fire pit base shall be made from 7 ga. sheet steel. The fire pit base shall be made from 1.25" x 1.25" x .188" angle. The grill top shall be formed from 7 ga. sheet steel. Coil spring shall be welded to 1/2" rod to form the grill handle. The assembly for Model # 1105-2 shall measure 38.4" from front to back and 29.608" wide including the offset cooking grill. The grill portion of the assembly shall measure 14.5" deep by 20.375" wide overall with an

interior width of 17.875". The fire ring wall shall measure 6" high and the assembly shall measure 16" high overall. The grill back shall be made from 11 ga. sheet steel. The cooking grill shall be made from 3/8" rod with a cooking surface of 259 square inches. The fire ring side wall shall be made from 11 ga. sheet steel. The fire pit base shall be made from 1.25" x 1.25" x .188" angle. The fire pit base shall be made from 7 ga. sheet steel. Coil spring shall be welded to 3/8" rod handles. Both models shall be finished in non-toxic, rust resistant black polyester paint.

- **GRILLS** shall be designed for permanent installation. Model # 1104 shall be adjustable and shall feature a leg constructed of 2" pipe and a grill which may rotate 360 degrees for draft and smoke control. The grill box shall be constructed of 7 ga. steel plate. The grill grid shall be fabricated of 1/2" diameter steel rods. The grill shall have burn proof coil spring handles. The assembly shall be solid welded construction. The grill shall have a welded-in feature to resist theft without restricting the three level adjustment. Model # 1104-4 shall feature a leg constructed of 1-1/2" pipe and adjustable grids, and the grill may rotate 360 degrees for draft and smoke control. It shall have burn proof handles and steel plate construction. The grill box bottom shall be constructed of 7 ga. steel plate. The grill box sides shall be 11 ga. steel plate. The grill grid shall be fabricated of 1/2" diameter steel rods. The grill shall have burn proof coil spring handles. The assembly shall be solid welded construction. The grill handles shall extend through the sides of the firebox to resist theft without restricting the height adjustment. Model # 1104-5 shall feature a leg constructed of 2" pipe and can be adjusted to four heights. The grill box bottom shall be constructed of 7 ga. steel plate. The grill box ends and back shall be 11 ga. steel sheet. The grill grid shall be fabricated of 1/2" diameter steel rods. The grill shall have barrel springs for cool handling. The assembly shall be solid welded construction. Model # 1104-8 shall be a heavy-duty outdoor grill featuring a leg constructed of 7 ga. 6" x 6" steel with a 3/8" x 16" x 16" plate welded to the bottom for bolt-down attachment to the concrete. The grill box shall be constructed of 7 ga. steel plate throughout. The grill grid shall be fabricated of 1/2" diameter steel rods. The grill shall have 6" barrel springs for cool handling. The assembly shall have an overall height of 42" and shall be solid welded construction. Model # 1104-11 shall be a smaller, lighter weight economical grill with a flip-up grate and a leg constructed of 1-1/2" pipe. The grill box bottom and back shall be constructed of 7 ga. steel plate. The grill box sides shall be 11 ga. steel sheet. The grill bars shall be fabricated of 1/2" diameter steel rods. The grate shall be constructed of 3/4" x #9 expanded metal. The grill shall have barrel springs for cool handling. The grill box shall have a collar constructed of 2" Sch 40 pipe. The assembly shall be solid welded construction. The fasteners for all models shall be steel 1/4" expanding pins. The grills and the legs for Model # 1104-8 shall feature a heat-resistant flat black enamel finish. The posts for all other models shall have a galvanized finish.

- **LITTER LIMINATOR** shall be an attractive trash receptacle for parks, rest areas, campsites, or playgrounds. It shall be elevated for easy grounds maintenance around and beneath. A 22-gallon plastic container shall fit snugly in the frame and shall lift out for emptying. The wood slats shall be 1-1/2" x 1-1/2" x 23-1/2" redwood. The footing post shall be constructed of 1-1/2" pipe. One end shall be flattened approximately 3" for setting the footing. The rings shall be constructed of 3/16" x 1-1/2" flat steel formed into a

ring. The outside diameter of the top ring shall be 20-1/2". The outside diameter of the bottom ring shall be 16-3/8". Welded on center in the bottom ring shall be 1/4" x 3" x 16-3/8" flat with a sleeve of 2" galvanized steel pipe 4" long for receiving the footing post. A 5/8" heavy hex nut shall be welded to the sleeve for securing to the post with a 5/8" set screw. The brace assembly shall be 3/16" x 1-1/2" flat steel 17-1/2" long with a top and bottom plate welded on. Overall length shall be 20-1/2". The brace assembly shall connect to the top and bottom rings as additional support to the redwood slats. The trash container and cover shall be plastic with metal lid locking handles. The container shall have a 22-gallon capacity and shall be 20" in diameter at the top and 23" tall. All fastener hardware shall be Fastener Style A or ASTM-A153 mechanically galvanized steel. The top and bottom rings and spacer braces shall be finished in black Perma-Guard. The footing post shall be galvanized. The redwood slats shall be left natural.

- **LION LITTER RECEPTACLE** shall consist of a lion character head and a trash bag stand designed to be used with any standard 55-gallon drum. A trash bag shall be included. The animal head shall be fabricated of reinforced fiberglass with a nominal thickness of 1/4" to 5/16" and styled to resemble a cartoon-like lion. The stand shall consist of four pieces of 3/8" round rod, 67-1/8" long before bend, bolted together at the base to make one unit. When formed, the stand shall be 30" high and 8-1/2" wide. To the bottom of each formed rod shall be welded a bracket constructed of 1/4" x 3" x 16-1/4" flat. The brackets shall be bolted together to form the stand base. All fastener hardware shall be Fastener Style A. The animal head shall be finished with a colorful base coat of polyurethane and appropriately trimmed. The trash bag stand shall be finished in black Mira-Cote.

- **TRASH RECEPTACLE WITH 55 GALLON DRUM** mounted to a freestanding, in-ground frame, tilts for easy cleanup. The legs and cross brace shall be constructed of 4" x 4" recycled plastic lumber and shall be fastened together in the field by brackets constructed of 14 ga. galvanized sheet. The UN-1A2/Y245/S/95USA/GBC/7S, 55-gallon, 42" long drum receptacle shall be constructed of 22 ga. HR steel with a 22-1/2" opening and a 5/8" rolled top chime. All hardware shall be Fastener Style A or ASTM-A153 mechanically galvanized steel. The frame shall have a cedar color molded in. The brackets shall have a galvanized finish. The drum shall be finished in forest green Perma-Guard.

- **PVC LITTER RECEPTACLE** or Mira-Therm Litter Liminator shall consist of a litter receptacle, anchor, bolting hardware, a plastic liner, and a dome lid. The Litter Liminator shall be elevated for easy trimming around and underneath. A 32-gallon plastic liner shall fit snugly in the frame and shall lift out for emptying. The litter receptacle sections shall be constructed of 16 ga. punched steel sheet sides with 7 ga. trim, 1/4" x 2" bolting brackets, and 7 ga. base attaching brackets. The anchor leg shall be constructed of 2" pipe. The anchor bracket and anchor brace shall be constructed of 11 ga. A-60 Galvannealed sheet. The anchor assembly shall be solid welded. The liner shall be 20-1/2" in diameter at the top, 27" tall, and shall have a 32 gallon capacity. The dome lid shall be made of structural plastic measuring 25" in diameter by 12-3/4" tall. All hardware shall be Fastener Style A. The litter receptacle sections shall be finished in Mira-Therm. The anchor assembly shall have a Mira-Cote finish. The dome lid shall have color molded in.

- **CONTEMPTO RECEPTACLES** shall be available with or without ashtray. The Contempo Litter Receptacle w/o Ash Tray shall be manufactured from 25.4mm x 76.2mm (1" x 3") rectangular 11 gauge HRPO steel tubing, 7 gauge HR sheet steel slats. The rectangular tubing shall be capped off with a cast aluminum cap. The litter receptacle shall have an 11 gauge sheet steel lid. The litter receptacle and lid shall be coated with a baked-on electrostatically applied polyester dry powder coating. The Contempo Litter Receptacle w/Ash Tray shall be manufactured from 25.4mm x 76.2mm (1" x 3") rectangular 11 gauge HRPO steel tubing, 7 gauge HR sheet steel slats. The rectangular tubing shall be capped off with a cast aluminum cap. The litter receptacle shall have an 11 gauge sheet steel lid, 13mm (1/2") steel rod uprights, and a 13 gauge HR spun metal ash tray. The litter receptacle and lid shall be coated with a baked-on electrostatically applied polyester dry powder coating.

- **CONTEMPTO PLANTER** shall be manufactured from 25.4mm x 76.2mm (1" x 3") rectangular 11 gauge HRPO steel tubing with 7 gauge HR sheet steel slats. The rectangular tubing shall be capped off with a cast aluminum cap. The planter shall have an 11 gauge sheet steel lid. The planter and lid shall be coated with a baked-on electrostatically applied polyester dry powder coating (Mira-Cote).

- **LION FOUNTAIN** shall be a colorful, animation-type animal drinking fountain manufactured of reinforced fiberglass. The fountain shall be approximately 4' in diameter and 4'-6" tall. The bubbler shall be a spring activated, push-button type, and shall require a 3/8" pipe fitting. The drain shall be 2" standard with a 4" long x 1-1/4" O.D. drain tube for connection to the trap. All hardware shall be **Fastener Style A**. The fountain shall be finished with a colorful base coat of polyurethane and appropriately trimmed. The bubbler shall be nickel-plated brass.

- **LOCKUP BIKE RACKS** may be anchored to any surface if desired. Model # 708 shall support eight bikes while Model # 715 shall support 15 bikes. Miralok shall not supply anchoring hardware. Base angles shall be constructed of 1-1/2" x 1-1/2" x 1/8" steel angle. The lengths of the left and right hand base angles shall be 53-3/4" and 61-3/4" respectively. The holders shall be formed of 1/2" diameter round rod. Formed length shall be 18-3/8" long. The height shall be 15-3/4". Inside width shall be 2-1/2". There shall be 1-1/4" x 2-1/2" plates of 7 ga. flat welded at both ends for attachment to the base angles. The connector plates, which shall connect the base angles, shall be constructed of 1/4" x 1-1/4" flat, 8" long. The entire unit shall be hot dip galvanized after fabrication.

- **MIRATHERM LOOP BIKE RACK STAND** shall be a single piece 1" pipe bent to form legs which may be used alone or with other loops to support bikes when not in use. The bike loop shall be constructed of 1" pipe measuring 120-1/2" long before bend. The pipe shall be bent 49-1/16" from one end and 35-13-16" from the other. The bike loop shall have a **Mira-Therm** finish.

- **STANDARD BIKE RACK** shall support 14 bikes and shall be designed to be permanently anchored in concrete. The end frames shall be 1-1/2" tube, including the lower cross support. The stubs shall be 1-1/4" tube. The horizontal rails shall be 1-1/2" tube. The 1" spacers shall be welded in seven groups of three spacers per group. The spacers shall be 4" apart with 8" between groups. The wheel stop rails shall be

1-1/2" tube, measuring 10' long, with an anchor leg welded in the middle. All hardware shall be **Fastener Style A**. The entire unit shall be hot dip galvanized after fabrication, and where welding shall be necessary, a zinc rich coating shall be applied.

• POOL SLIDES [PL]

- **POOL SLIDES (185 SERIES)** shall consist of a deck (or multiple deck) assembly, a ground-to-deck stair assembly with handrails, panel barriers, and a 30" diameter tube slide, configured with a plumbing system to feature water-spraying components. Many of these bolt-down units shall feature steps between decks, roofs, panels and walls. Decks for the 185 series shall include a square deck, a rectangle deck, and a half hexagon deck, used alone or in combination. All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded prior to PVC coating. The post assemblies shall consist of the post, cap, and bolt down plates. Posts for roof attachment shall not require caps, but shall utilize the bolt down plates. The posts shall be constructed of 5" tube. Each post shall be field assembled to a telescopic mounting plate. Where plumbing components shall be employed, an access hole shall be cut in the mounting plate and a hex bushing bracket of 11 ga. black sheet shall be used. The caps shall be constructed of cast aluminum alloy. The telescopic mounting plate shall consist of the telescopic insert constructed of 4-5/8" tube and the bolt down plate constructed of 3/8" black plate steel with 7/16" wide slots for attachment to surface. The wide step assemblies, approximately 26-3/8" before PVC-dip coating, shall be constructed of steel stringers solid welded to formed treads of 11 ga. steel sheet that are perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Step assembly braces shall be constructed of 11 ga. black. The step handrail enclosures shall consist of a top and bottom rail and newel post of 1" pipe and uprights constructed of 1" tube. The top rails shall have 3/8" threaded aluminum inserts. Each handrail assembly shall be solid welded with plastic pipe plugs inserted in open ends. The deck enclosures shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe, drilled, with plastic pipe plugs inserted in open ends. The uprights shall be constructed of 1" tube, mashed on both ends. The entire assembly shall be solid welded. All bedway pieces shall be Rockite with a 30" I.D. Elbows shall have a 22" centerline radius. The bedway shall have no exposed internal fasteners. The exit section shall be constructed of double wall Rockite with a 25" centerline radius. All slide pieces shall be constructed of Rockite with a 1/4"-3/8" wall thickness. The tube joints shall be externally flanged and overlapping, with a 1" wide flange. The bedway shall have no exposed internal fasteners. The mounted bedway support assembly shall consist of a sleeve and rail, both constructed of 2" Sch 40 pipe, a gusset of 1/4" flat, and brackets of 7 ga. black sheet. The bedway support assembly shall be solid welded. The slide panels shall be Rockite measuring 38" x 38" x 3" with a molded in 30 degree extension, and shall be supported by a horizontal rung constructed of 1" pipe. The legs shall be die-formed 2" Sch 40 pipe with a base constructed of 3/8" black plate. All spray nozzles shall be brass with polypropylene fittings and nozzle mounts of machined polyethylene sheet. Flow rate

shall be 0.4 gallons per minute. The hoses shall be constructed of 1/4" I.D. polypropylene. Clamps shall be stainless steel spring. The hose conduit shall be constructed of 1" tube with brackets of 11 ga. **A-60 Galvannealed** sheet, solid welded. The assembly shall contain **Fastener Style A** hardware and **Versalok Fasteners**. For models with roofs, the roof shall measure 60" square by 32" high and shall be constructed of double wall Rockite with a shingle pattern. The roof shall attach to the top of the posts with four roof brackets. The roof brackets shall be constructed of 4" Sch 40 pipe welded to a 5" x 18-1/2" plate made of 11 ga. **A-60 Galvannealed**. For models with wall enclosures, the wall enclosure shall consist of a top and bottom rail constructed of 1" pipe, and uprights constructed of 1" tube, solid welded. For models with view groove panels, the view groove panel shall be constructed of Rockite and shall have six 2" view slots evenly spaced at 5-1/4" with a slant of 20 degrees from vertical. The panel enclosure shall consist of uprights and support bars, all constructed of 1" pipe, drilled and formed. The deck assemblies and step assemblies shall have a **Mira-Therm** finish. The post assemblies, deck enclosures, step handrail assemblies, slide support legs, and clamps shall have a **Mira-Cote** finish. The telescopic base and bedway support assembly shall be hot dip galvanized before getting a **Mira-Cote** finish. The Rockite entry panel and slide assembly shall have color molded in. Brass fixtures shall have a mill finish. The minimum water depth for models from 5'-6" decks shall be 5'. The minimum water depth for models from 7" decks shall be 8'.

• SLIDES [SL]

- **FREESTANDING MOGUL AND GROOVE SLIDES FROM 6'-6" DECK** shall comprise a Mogul Slide with canopy (Model # 714-726-6), a Groove Slide with canopy (Model # 714-727-6), a Mira-Therm II Triangle Deck (Model # 714-501-9), three 5" diameter x 160" long Deck Posts (Model # 714-553), and a Mira-Therm II Step Assembly for 6'-6" Deck for Freestanding Slides (Model # 714-940-9). The one-piece mogul and groove slides shall each be constructed of double-wall Rockite, each wall being 3/16" to 1/4" thick, with all corners rounded. Each shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. Bedway lengths will be approximately 12'-0". The canopies shall be constructed of double-wall Rockite, each wall being 3/16" to 1/4" thick, with all corners rounded and a molded-in 30 degree extension. The front leg shall comprise a 24" leg of 2" pipe solid welded to a 7" x 7" bolting plate of 11 ga. **G-90 galvanized**. The middle leg shall comprise a leg of 2" pipe solid welded to a bolting plate of 11 ga. **A-60 Galvannealed**. All fastening hardware shall be **Fastener Style A**. The Rockite slide and canopy shall have color molded in. The legs shall be finished in **Mira-Cote**. The equilateral triangle deck shall have a deck top surface area of 7 sq. ft. (1008 sq. in.) All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made from the underside of the deck with no exposed fasteners on the deck perimeter. The deck shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded and shall be finished in **Mira-Therm**. The deck system shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The fastener assembly shall have a **Mira-**

Cote finish. The spoked handrail stair assembly shall comprise steps, handrails, and deck enclosures. The step assembly shall be constructed of 7 ga. steel stringers solid **welded** to treads of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center with edges folded to form 3" tall walls, with **welded** braces of 11 ga. black. The entire assembly shall be primer coated before PVC coating. Handrails shall consist of a top and bottom rail and newel post of 1" pipe solid **welded** to uprights of 1" tube. Top rails shall have 3/8" threaded aluminum inserts at the top end and **plastic pipe plugs** inserted in other open ends. Deck enclosures shall comprise enclosure rails of 1" pipe, drilled with **plastic pipe plugs** inserted in open ends, and uprights of 3/4" x 1" oval tube mashed on both ends, all solid **welded**. **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. Handrails, deck enclosures, and clamps shall be finished in **Mira-Cote**. The step assembly shall be finished in **Mira-Therm**. The steel posts shall be constructed of 5" tube with 5" round end caps mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

- **FREESTANDING FLIPPOTAMUS WITH STEPS** shall comprise a Flippopotamus Slide/Climber with slide side up (Model # 714-770-6S), Flippopotamus Roof (Model # 714-770-9), Mira-Therm II 1/2 Hex Deck – Full (Model # 714-503-9), two 5" diameter x 186" long Deck Posts for Roof (Model # 714-574), two 5" diameter x 196" Deck Posts for Flippo Roof (Model # 714-575), a View Groove Panel (Model # 714-716), and a Mira-Therm II Step Assembly for 6'-6" Deck for Freestanding Slides (Model # 714-940-9.) The Flippopotamus Slide/Climber shall be a three bedway side-by-side slide on one side, and the other shall be a challenging climber. The slide bedway lengths shall be approximately 13' for the two outside smooth curve bedways, and approximately 12' for the center mogul-style bedway. The assembly shall weigh approximately 450 lbs. The one-piece slide/climber shall be constructed of **Rockite** and shall measure 9'-3" x 12'-10" x 2'-9". The front leg shall be constructed of 1-1/2" pipe and 7 ga. G-60 galvanized sheet, drilled and solid **welded**. The middle legs shall be constructed of an upright of 1-1/2" pipe solid **welded** at tops to bolting plates of 11 ga. sheet. A 1-1/4" pipe shall fit inside each upright and shall be field assembled. The sit-down bar assembly shall consist of two rails with separating rungs formed of 1" pipe solid **welded**, mounted to deck posts in field with **Versalok Fasteners**. All hardware shall be **Fastener Style A**. The handrail, legs and **Versalok Fasteners** shall have a **Mira-Cote** finish. The **Rockite** slide/climber shall have color molded in. The Flippopotamus Roof shall resemble a cartoon-like "flippopotamus" character. The roof shall be constructed of **Rockite** and shall measure 5'-0" x 9'-6" x 3'-6". The mount receivers shall consist of a sleeve constructed of 4-5/8" tube solid **welded** to a mounting plate of 11 ga. sheet. The mount receivers shall be powdercoat painted. The **Rockite** roof shall have color molded-in, with "eyes" painted at the factory. Model # 714-503 shall have a deck top surface area of 21 sq. ft. (3024 sq. in.) and shall be designed on a 48" center-to-center spacing on all deck posts. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made from the underside of the deck with no exposed fasteners on the deck perimeter. The deck shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat

steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid **welded** and shall be finished in **Mira-Therm**. The deck system shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The fastener assembly shall have a **Mira-Cote** finish. The spoked handrail stair assembly shall comprise steps, handrails, and deck enclosures. The step assembly shall be constructed of 7 ga. steel stringers solid **welded** to treads of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center with edges folded to form 3" tall walls, with **welded** braces of 11 ga. black. The entire assembly shall be primer coated before PVC coating. Handrails shall consist of a top and bottom rail and newel post of 1" pipe solid **welded** to uprights of 1" tube. Top rails shall have 3/8" threaded aluminum inserts at the top end and **plastic pipe plugs** inserted in other open ends. Deck enclosures shall comprise enclosure rails of 1" pipe, drilled with **plastic pipe plugs** inserted in open ends, and uprights of 3/4" x 1" oval tube mashed on both ends, all solid **welded**. **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. Handrails, deck enclosures, and clamps shall be finished in **Mira-Cote**. The step assembly shall be finished in **Mira-Therm**. The steel posts shall be constructed of 5" tube with 5" round end caps mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

- **FREESTANDING FLIPPOTAMUS WITH LADDER** shall comprise a Flippopotamus Slide/Climber with slide side up (Model # 714-770-6S), a Flippopotamus Roof (Model # 714-770-9), a 1/2 Hex Deck – Full (Model # 714-503), two 5" diameter x 186" long Deck Posts for Roof (Model # 714-574), two 5" diameter x 196" Deck Posts for Flippo Roof (Model # 714-575), a View Groove Panel (Model # 714-716), and a Lookout Ladder to 6'-6" Deck (Model # 714-815-6.) The Flippopotamus Slide/Climber shall be a three bedway side-by-side slide on one side, and on the other, a challenging climber. The slide bedway lengths shall be approximately 13' for the two outside smooth curve bedways, and approximately 12' for the center mogul-style bedway. The assembly shall weigh approximately 450 lbs. The one-piece slide/climber shall be constructed of **Rockite** and shall measure 9'-3" x 12'-10" x 2'-9". The front leg shall be constructed of 1-1/2" pipe and 7 ga. G-60 galvanized sheet, drilled and solid **welded**. The middle legs shall be constructed of an upright of 1-1/2" pipe solid **welded** at tops to bolting plates of 11 ga. sheet. A 1-1/4" pipe shall fit inside each upright and shall be field assembled. The sit-down bar assembly shall consist of two rails with separating rungs formed of 1" pipe solid **welded**, mounted to deck posts in field with **Versalok Fasteners**. All hardware shall be **Fastener Style A**. The handrail, legs and **Versalok Fasteners** shall have a **Mira-Cote** finish. The **Rockite** slide/climber shall have color molded in. The Flippopotamus Roof shall resemble a cartoon-like "flippopotamus" character. The roof shall be constructed of **Rockite** and shall measure 5'-0" x 9'-6" x 3'-6". The mount receivers shall consist of a sleeve constructed of 4-5/8" tube solid **welded** to a mounting plate of 11 ga. sheet. The mount receivers shall be powdercoat painted. The **Rockite** roof shall have color molded-in, with "eyes" painted at the factory. Model # 714-503 shall have a deck top surface area of 21 sq. ft. (3024 sq. in.) and shall be designed on a 48" center-to-center spacing on all deck posts. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made from the underside of the deck with no exposed fasteners on the deck perimeter. The deck shall be

constructed with a 2" x 3" x 3/16" steel angle perimeter frame with 1/2" x #11 expanded metal decking. The decking shall have 3/16" x 1-1/2" flat steel braces. All deck surfaces shall have a **Mira-Therm** coating. The fastener assembly shall have a **Mira-Cote** finish. The ladder shall consist of siderails with inserts and rungs, all to be constructed of 1" pipe and solid **welded**. The enclosure assembly shall consist of top supports, a bottom support, and an arched upright, all to be constructed of 1" pipe, drilled, formed and mashed, and vertical rungs which shall be constructed of 3/4" x 1" oval tube, all solid **welded**. All hardware shall be **Fastener Style A**. All **Versalok Fasteners** for deck and component attachment shall be die cast **aluminum alloy**. The steel posts shall be constructed of 5" tube with 5" round end caps mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

- **FREESTANDING MOGUL AND GROOVE SLIDES (PVC STEPS)** shall be freestanding **Rockite** slides, with enclosed platforms of 4', 5', 6'-6", and 8' heights, which shall feature a mogul or groove bedway, sit-down canopy, and PVC-coated steel steps with handrails. The one-piece mogul and groove slides shall each be constructed of double-wall **Rockite**, each wall being 3/16" to 1/4" thick, with all corners rounded. Each shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. Bedway lengths for models with 4' platforms shall be approximately 7'-6"; 5' platforms, 9'-5"; 6'-6" platforms, 12'-0"; and 8' platforms, 14'-4". The canopy shall be constructed of double-wall **Rockite**, each wall being 3/16" to 1/4" thick, with all corners rounded and a molded-in 30 degree extension. The platform shall be constructed of 3/16" x 2" x 3" angles, drilled and solid **welded** to a brace of 3/16" x 1-1/2" flat and decking of 1/2" x 11 ga. expanded metal. Handrails shall be constructed of drilled and formed 1" pipe with threaded inserts in top ends and **plastic pipe plugs** in bottoms. Platform enclosures shall comprise a top and bottom rail and uprights of 1" pipe with spoked infill of 3/4" x 1" oval tube, all solid **welded**, with threaded inserts in stubs at top and **plastic pipe plugs** in bottoms. The step assembly shall comprise 17-3/4" wide steps of 1/2" x 11 ga. expanded metal solid **welded** between drilled and formed 7 ga. black sheet step stringers and a top bolting plate of 11 ga. black sheet. Diagonal braces shall be constructed of 1-1/2" tube with mashed and drilled end. The front leg shall comprise a 24" leg of 2" pipe solid **welded** to a 7" x 7" bolting plate of 11 ga. G-90 galvanized. The middle leg for models with 5', 6'-6", and 8' platforms, and upper leg for models with 8' platforms, shall comprise a length of 2" pipe solid **welded** to a bolting plate of 11 ga. A-60 Galvannealed. Step supports shall be constructed of formed 1" pipe with mashed ends. All fastening hardware shall be **Fastener Style A**. The **Rockite** slide and canopy shall have color molded in. The platform and steps shall be finished in **Mira-Therm**. The handrails, enclosures, legs, braces and step supports shall be finished in **Mira-Cote**.

- **FREESTANDING STAINLESS STEEL HURRICANE SLIDES (ROCKITE STEPS)** shall be freestanding stainless steel, flat surface slides, each with steps leading to a platform and fiberglass canopy at the entry. Bedway lengths shall correspond to platform heights: 4' platform models shall have bedways approximately 8' long; 5' platforms shall have approximately 10' long bedways; 6' platforms shall have 12' long bedways; and 8' platforms shall have bedways approximately 16' long. The steps shall be **Rockite** with wall thickness of 3/8". Threaded fasteners shall be factory installed. The tread shall be

7" and the step rise shall be 9". Handgrips and supports shall be **1-1/2" tube**. Step stringers shall be **1-1/2" square tube**. Handrails shall be formed, drilled and solid **welded**. Closing open pipe ends shall be **plastic pipe plugs**. The handhold rung (Model # 105-16A only) shall be constructed of **1" tube**. The **stainless steel slide bedways** shall be die formed in one piece without seams measuring 17-5/8" wide inside and 18" wide outside. The side rails shall be 4" high, fabricated of 1" O.D. x 18 ga wall stainless steel tube, solid **welded**. The slide canopy shall be constructed of **fiberglass 3/16" to 1/4" thick**. The slide through area shall be 18" wide x 27" high. The front leg shall consist of an upright, a top and a bracket. The upright shall be constructed of **2" pipe** measuring 35" long. The top shall be constructed of **1-1/4" pipe** measuring 33-1/4" long **welded** to the upright in a "T" configuration with brackets constructed of 11 ga. **A-60 Galvannealed**, drilled and formed, **welded** to the top. The diagonal braces shall be constructed of **1-1/2" tube**, cut, formed and punched. The frame shall be constructed of **3/16" x 2" x 3" angle** with **1/4" x 1-1/2" flat braces**. The decking shall be constructed of **3/4" x #9 expanded metal**. The platforms shall be **welded**. The enclosures shall consist of perimeter rails and uprights. The upper rails shall be constructed of **1" pipe** drilled (with aluminum inserts in one end of the platform enclosure.) The lower rails shall be constructed of **1" pipe** drilled. The uprights shall be constructed of **3/4" x 1" oval tube**. The entire assemblies shall be solid **welded** with **plastic pipe plugs** inserted in open ends. All fastener hardware shall be **Fastener Style A**. The handrails, front leg, and platform enclosures shall have a **Mira-Cote** finish. The **Rockite** steps shall have molded in color. Platforms shall be finished in **Mira-Therm**. The diagonal braces shall have a galvanized finish.

Warning: Contact burn injuries can occur when metal play surfaces are located in direct sun. To avoid the risk of such burn injuries, the United States Consumer Product Safety Commission recommends in its "Handbook for Public Playground Safety" that metal play surfaces, such as stainless steel slides and bare or painted metal crawl tubes, should be placed/installed in shaded areas, and out of direct sunlight. The proper location of metal play surfaces must be addressed during the play area planning process.

• **FREESTANDING STAINLESS STEEL HURRICANE SLIDES (STEEL STEPS)** shall be freestanding stainless steel, flat surface slides, each with steel steps leading to a platform and **fiberglass canopy** at the entry. Bedway lengths shall correspond to platform heights: 4' platform models shall have bedways approximately 8' long; 5' platforms shall have approximately 10' long bedways; 6' platforms shall have 12' long bedways; and 8' platforms shall have bedways approximately 16' long. The **stainless steel slide bedways** shall be die formed in one piece without seams measuring 17-5/8" wide inside and 18" wide outside. The side rails shall be 4" high, fabricated of 1" O.D. x 18 ga wall stainless steel tube, solid **welded**. The "T" legs shall consist of an upright, a top, and a bracket. The upright shall be constructed of **2" pipe** measuring 35" long. The top shall be constructed of **1-1/4" pipe** measuring 33-1/4" long **welded** to the upright in a "T" configuration with brackets constructed of sheet 11 ga. **A-60 Galvannealed**, drilled and formed, **welded** to the top. The slide canopy shall be constructed of **fiberglass 3/16" to 1/4" thick**. The slide through area shall be 20" wide x 27" high. The frame shall be constructed of **3/16" x 2" x 3" angle** with **1/4" x 1-1/2" flat braces**. The decking shall be constructed of

3/4" x #9 expanded metal. The platform shall measure **3-1/2" x 23" x 40"** and shall be **welded**. The steps shall be constructed of 11 ga. steel stringers with **3/4" x #9 expanded metal step treads** and risers, **1" x 1" 11 ga. angle** step supports and **1/4" flat bolting brackets**. The step enclosures and enclosure supports shall be constructed of **1" pipe** for the top rails and end uprights and **3/4" x 1" oval tube** for the inner uprights. Both enclosures and enclosure supports shall be solid **welded**. The platform enclosures shall consist of upper and lower rails and uprights. The upper rails shall be constructed of **1" pipe**, drilled, with aluminum inserts in the other end. The lower rails shall be constructed of **1" pipe**, drilled, with **plastic pipe plugs** inserted in open ends. The uprights shall be constructed of **3/4" x 1" oval tube**. The entire assembly shall be solid **welded**. All hardware shall be **Fastener Style A**. The legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections and canopy shall have molded in color. Steps and platform shall be finished in **Mira-Therm**.

Warning: Contact burn injuries can occur when metal play surfaces are located in direct sun. To avoid the risk of such burn injuries, the United States Consumer Product Safety Commission recommends in its "Handbook for Public Playground Safety" that metal play surfaces, such as stainless steel slides and bare or painted metal crawl tubes, should be placed/installed in shaded areas, and out of direct sunlight. The proper location of metal play surfaces must be addressed during the play area planning process.

• **FREESTANDING FUNNEL TUNNELS** shall be freestanding 30" I.D. spiral tube slides with platforms of either 10' or 8'. The spirals shall turn either left or right, and some models shall contain Sneak-A-View (TM) windows in their upper tube sections. All slide pieces shall be **Rockite** with 1/4" to 3/8" wall thickness and a 30" inner diameter. Tube-to-tube connections shall have a **Rockite** flange cover. The bedway shall have no exposed internal fasteners. The exit section shall be constructed of double-wall **Rockite** with a 25" centerline radius. The tube joints shall be externally flanged and overlapping, with a 1" wide flange. The slide entry panel shall be **Rockite** and shall measure 47" x 38" x 3" with a molded-in 30 degree extension. Optional windows shall be constructed of clear polycarbonate measuring 13" x 40", and shall be mechanically fastened to the slide assembly at the factory using tamper-resistant fasteners. The front leg shall consist of an upright and a bolting plate. The upright shall be constructed of **2" pipe**. The bolting plate shall be constructed of 11 ga. **A-60 Galvannealed** and shall measure 7" x 7", drilled and **welded** to the upright. The top support leg shall be die formed of **1-1/4" pipe**. The platform shall be constructed of **3/16" x 2" x 3" angle**, drilled and solid **welded** with a brace of **3/16" x 1-1/2" flat** and decking of **1/2" x 11 ga. expanded metal**. Handrails shall be constructed of drilled and formed **1" pipe** with threaded inserts in top ends and **plastic pipe plugs** in bottoms. Platform enclosures shall comprise a top and bottom rail and uprights of **1" pipe** with spoked infill **3/4" x 1" oval tube**, all solid **welded**, with threaded inserts in stubs at top and **plastic pipe plugs** in bottoms. The step assembly shall comprise 17-3/4" wide steps of **1/2" x 11 ga. expanded metal solid welded** between drilled and formed 7 ga. black sheet step stringers and a top bolting plate of 11 ga. black sheet. Two assemblies shall be spliced in the field to create one stair. Step supports shall be constructed of **1-1/2" tube** with mashed and drilled top end. All fastening hardware shall be **Fastener Style A**. The **Rockite**

slide assembly shall have color molded in. The handrails, enclosures, and legs shall be finished in **Mira-Cote**. The platform and step assemblies shall be finished in **Mira-Therm**.

• **FREESTANDING 30" I.D. ROCKITE TUBE SLIDES** shall be freestanding 30" I.D. tube slides (straight, "S" shaped, or "L" shaped) with platforms of various heights and the option of Sneak-A-View (TM) windows in upper tube sections. All slide pieces shall be **Rockite** with 1/4" to 3/8" wall thickness and a 30" inner diameter. Tube-to-tube connections shall have a **Rockite** flange cover. The bedway shall have no exposed internal fasteners. The exit section shall be constructed of double-wall **Rockite** with a 25" centerline radius. The tube joints shall be externally flanged and overlapping, with a 1" wide flange. The slide entry panel shall be **Rockite** measuring 47" x 28" x 3" with a molded-in 30 degree extension. Optional windows shall be constructed of clear polycarbonate measuring 13" x 40" and shall be mechanically fastened to the slide assembly at the factory using tamper-resistant fasteners. The front leg shall consist of an upright and a bolting plate. The upright shall be constructed of **2" pipe**. The bolting plate shall be constructed of 11 ga. **A-60 Galvannealed** and shall measure 7" x 7", drilled and **welded** to the upright. Support legs shall be die-formed of **1-1/4" pipe**. The platform shall be constructed of **3/16" x 2" x 3" angle**, drilled and solid **welded** with a brace of **3/16" x 1-1/2" flat** and decking of **1/2" x 11 ga. expanded metal**. Handrails shall be constructed of drilled and formed **1" pipe** with threaded inserts in top ends and **plastic pipe plugs** in bottoms. Platform enclosures shall comprise a top and bottom rail and uprights of **1" pipe** with spoked infill of **3/4" x 1" oval tube**, all solid **welded**, with threaded inserts in stubs at top and **plastic pipe plugs** in bottoms. The step assembly shall comprise 17-3/4" wide steps of **1/2" x 11 ga. expanded metal solid welded** between drilled and formed 7 ga. black sheets step stringers and a top bolting plate of 11 ga. black sheet. Step supports shall be constructed of formed **1" pipe** with mashed ends. Diagonal braces shall be constructed of **1-1/2" tube** with mashed and drilled top end. All fastening hardware shall be **Fastener Style A**. The **Rockite** slide assembly shall have color molded in. The handrails, enclosures, braces and legs shall be finished in **Mira-Cote**. The platform and step assemblies shall be finished in **Mira-Therm**.

• **FREESTANDING ROCKITE TUBE SLIDES** shall consist of **Rockite** tube slides and an enclosed step and platform assembly. Straight tube models from 5' platforms shall have bedways approximately 12' long; straight tube models from 6'-8" platforms shall have bedways approximately 16' long. "L" tube models shall have platforms of 5'; "S" tube models shall have platforms of 8'. The steps shall be **Rockite** with a wall thickness of 3/8". Threaded fasteners shall be factory-installed. The step tread shall be 7" and the step rise shall be 9". The frame shall be constructed of **3/16" x 2" x 3" angle** with **1/4" x 1-1/2" flat braces**. The decking shall be constructed of **3/4" x #9 expanded metal**. The platform shall measure **3-1/2" x 23" x 40"** and shall be **welded**. The enclosures shall consist of perimeter rails and uprights. The upper rails shall be constructed of **1" pipe**, drilled, with aluminum inserts in one end of the platform enclosure. The lower rails shall be constructed of **1" pipe**, drilled. The uprights shall be constructed of **1" tube**. The entire assemblies shall be solid **welded** with **plastic pipe plugs** inserted in open ends. The center pole shall be **4-1/2" tube**. Handgrips and supports shall be **1-1/2" tube**. Step stringers shall be **1-1/2" square tube**. Handrails shall be formed, drilled and solid **welded**. Closing open pipe

ends shall be **plastic pipe plugs**. The panels shall be **Rockite** and shall measure 38" x 36" x 2-1/2" with a molded in 30 degree extension. The straight tube section shall be **Rockite** with an inside diameter of 24". Each end shall have a 1" wide flange. The elbow shall be **Rockite**. The male flange shall be 1" deep, 24" diameter. The 90 degree elbow shall have a 34" centerline radius. The 29 degree exit section shall be **Rockite**. Dimensions shall be similar to the tube above with a double wall. The leg brackets shall be **aluminum alloy**. The front leg shall consist of an upright and a bolting plate. The upright shall be constructed of 2" pipe. The bolting plate shall be constructed of 11 ga. sheet measuring 7" x 7", drilled and **welded** to the upright. The "L" legs shall be constructed of 1-1/4" pipe, bent in an "L" shape and shall have **plastic pipe plugs** inserted in the top ends. All hardware shall be **Fastener Style A**. The **Rockite** slide sections, steps and slide panel shall have molded in color. The platform shall be finished in **Mira-Therm**. The front leg, leg brackets, braces and handrails shall have a **Mira-Cote** finish.

- **FREESTANDING TYPHOON SLIDES** shall be freestanding, spiral, one-piece, open bedway slides with two-color barrel canopies and step assemblies with spoked enclosures. Model # 65-748 shall spiral 360 degrees and shall have a 6'-3" platform and overall height of 10'-7". Model # 65-749 shall spiral 405 degrees and shall have a 6'-3" platform and overall height of 10'-7". Model # 65-759 shall spiral 630 degrees and shall have a 9'-4" platform and overall height of 14'-1". Model # 65-769 shall spiral 855 degrees and shall have a 12' platform and overall height of 16'-7". The slide bedway shall be constructed of 1/4" to 5/16" wall **Rockite**. The slide bedway shall be 30" wide with a 15" high sidewall. The center post shall be constructed of 4-1/2" tube. The step assembly or assemblies shall be constructed of 1/2" x #11 expanded metal with an 11 ga. x 3" flat top bracket and side channels of 7 ga. black steel. The handrail assemblies shall consist of a top rail and support posts, formed, all constructed of 1" pipe. Each assembly shall be solid **welded**. Closing open ends shall be **plastic pipe plugs**. The 35" platform barrel shall be **Rockite** with a canopy factory-painted alternating colors with polyurethane paint. The barrel shall have molded-in grooves for viewing children. The back-up plate used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 4-1/2" flat steel. The slide leg shall be constructed of 2" pipe with a **welded** channel of 7 ga. sheet for field attachment to slide. The step legs shall be constructed of 1" pipe with formed ends. The diagonal brace for Model # 65-759 and # 65-769 shall be constructed of 2" pipe punched and formed on one end. All hardware shall be **Fastener Style A**. The **Rockite** slide and platform canopy shall have color molded in. The steps shall be finished in **Mira-Therm**. The handrails and slide leg shall have a **Mira-Cote** finish. Step legs and diagonal brace shall be finished in **Flo-Coat**. The back-up plates shall have a zinc plate finish.

• SPRAY STATIONS [H2O]

- **SPRAY STATIONS** shall be ground-level models designed to emit water in various spray patterns, from various positions, upon manual application of a push-button valve located on the assembly at 3' above finished grade. Plumbing equipment and materials must be provided and installed by the contractor or customer. Each 136" long post (before end cap) shall be constructed of 5" tube with a 5" round end cap mechanically fastened to its top end. Each post shall

contain a factory-installed plumbing apparatus. The "U"-shaped arch, spanning 4' leg center to leg center, shall be constructed of 5" tube measuring 115" from leg end to start of bend. The arch shall contain a factory-installed plumbing apparatus. Model # 724-600, the water pressure reducing valve, shall have a standard setting of 50 p.s.i. The valve shall feature a bypass element, bronze body, and stainless steel seat and strainer. All parts shall be serviceable without removing the valve from the line. The post assembly and arch assembly shall be finished in **Mira-Cote**.

• SPRING RIDERS [SR]

- **ANIMAL HOPS** shall be bounce-action riders. Model # 925 and # 925-1 shall have two rider arms. Model # 926 and # 926-1 shall have four rider arms. Model # 925 and # 926 shall feature rotomolded pony rider figures. The box assembly shall have sides of 7 ga. sheet steel, a 7/16" x 18" x 18" base plate, and a 3/4" x 1-1/4" steel pin. The enclosure (for Model # 925 and # 925-2 only) shall consist of angled plate constructed of 1/4" steel plate, a top brace constructed of 1/4" x 1-1/2" flat, and a 1-5/8" steel pin. The top cap shall be constructed of 11 ga. sheet and 1/4" x 1-1/2" flat. The rider body shall consist of a **Rockite** figure or mold positive supported by the body frame. The body frame shall be constructed of 1-1/2" tube, handholds shall be constructed of 1" tube, a cross brace shall be constructed of 1-1/2" x 1-1/2" x 3/16" angle, and a mounting plate base shall be constructed of 7 ga. sheet. The frame assembly shall be solid **welded**. The arms shall consist of an arm channel and an animal channel, both constructed of 4" x 2" x 3/16" rectangular tube, a gusset constructed of 1/4" x 2" flat, angled plate constructed of 1/4" steel plate, a top brace constructed of 1/4" x 1-1/2" flat, a 3/4" x 1-1/4" steel pin, and a 1-5/8" steel pin. Each arm shall be of solid **welded** construction. Each footrest shall consist of a formed 1" tube footrest bar (with 1" stainless steel plugs closing ends), with two tie bars of 1/4" flat solid **welded**. All fastener hardware shall be **Fastener Style A** or ASTM-A153 mechanically galvanized steel. The box assembly, arms, and enclosures shall have a **Perma-Guard** finish. The footrests shall have a galvanized finish. The Rodeo Rocky animal rider shall have color molded in and shall be finished in a base coat with colorful trim.

- **SPRING RIDERS WITH C SPRING** shall be "C" Spring Riders which provide children traditional rocking horse type movement utilizing two "flat strip" style springs, each of which has been curved to form a "C" shape. The rider body shall consist of a **Rockite** figure or mold positive supported by the body frame. The body frame shall consist of front and rear supports made of 1-1/2" tube and/or of 2" x 2" x 1/4" angle, a cross member constructed of 1-1/4" pipe, handholds of 1" tube and/or **Gator Grip**, a cross brace of 1-1/2" x 1-1/2" x 3/16" angle and **Gator Grip**, a mount of 1/4" x 1-1/2" flat or 1/4" plate, and a base and gussets constructed of 7 ga. sheet. Model # 939 shall be shaped like a space shuttle. Model # 950 and # 951 shall be shaped like cars. Model # 950 shall have a race car theme while model # 951 shall have a safari "camouflage" theme. Model # 952 shall have a baby dinosaur theme. Model # 960 is shaped like a ladybug. Model # 961 is shaped like a bumblebee. Model # 962 is shaped like a grasshopper, and Model # 963 is shaped like a snail. The "C" springs shall be constructed of 3/8" or 7/16" spring steel, 4" wide by approximately 41-1/2" long, bent 180 degrees to form a large "C". Mounting Frame for Model # 963 shall be constructed of two 25-5/8" x 8" x 2" x 2" x 3/16" vertical

risers of 7 ga. **welded** between an attachment plate of 3/8" black sheet steel measuring 9" x 12" and two 8" x 2" x 2" x 1/4" base angles. Footrest for Model # 963 shall consist of a formed 1" tube footrest bar (containing 1" stainless steel plugs closing ends) with two tie bar mounting plates of 1/4" flat solid **welded**. Security plates and spacers shall be constructed of 1/4" flat sheet. Anchor bolts shall be 1/2"-13 x 12" mechanically galvanized steel with 2" of threads running from the end and a 90 degree bend at approximately 1-1/4" from the opposite end. All fastener hardware (other than anchor bolts) shall be **Fastener Style A**. The **Rockite** rider bodies shall have color molded in. Handholds shall have a galvanized finish. The "C" springs, security plates, and spacers shall be finished in **Mira-Cote**. Decals for the Spaceship Columbia shall be positioned on the fuselage and wings. A number decal for the race car shall be positioned on the side. Lucky and Buzzy shall have molded in decals for the eyes. Hoppy and Pokey shall have molded in graphics for the eyes. All rider bodies shall have painted trim.

- **SPRING RIDER COMPONENT ONLY (SPACE SHIP COLUMBIA, GRAND PRIX RIDER, SAFARI RIDER)** shall be rider components for use in "C" spring rider assemblies, which allow children traditional rocking horse type movement utilizing two "flat strip" style springs, each of which has been curved to form a "C" shape. The rider body shall consist of a **Rockite** figure or mold positive supported by the body frame. The body frame shall consist of front and rear supports made of 1-1/2" tube, a cross member constructed of 1-1/4" pipe, handholds of 1" tube, a cross brace of 1-1/2" x 1-1/2" x 3/16" angle, a mount of 1/4" x 1-1/2" flat, and a base and gussets constructed of 7 ga. sheet. Model # 939 shall be shaped like a space shuttle. Model # 950 and # 951 shall be shaped like cars. Model # 950 shall have a race car theme while model # 951 shall have a safari "camouflage" theme. All fastener hardware (other than anchor bolts) shall be **Fastener Style A**. The **Rockite** rider bodies shall have color molded in. Handholds shall have a galvanized finish. Decals for the Spaceship Columbia shall be positioned on the fuselage and wings. A number decal for the race car shall be positioned on the side. All rider bodies shall have painted trim.

- **MOTO CROSS SPRING RIDERS** shall be rider components which allow children traditional rocking horse type movement. The "C" spring riders shall utilize a "flat strip" style spring which has been formed into a "C" shape, while the coil spring riders shall utilize a 3/4" wire coil spring. The rider body shall consist of a **Rockite** figure or mold positive supported by the body frame. The body frame shall be constructed of 1-1/2" tube. Handholds shall be 1" tube, and the cross brace shall be constructed of 1-1/2" x 1-1/2" x 3/16" angle, and a mounting plate base shall be constructed of 7 ga. sheet. The frame assembly shall be solid **welded**. The "C" springs shall be constructed of 3/8" spring steel, 4" wide by approximately 41-1/2" long, bent 180 degrees to form a large "C". Security plates and spacers (for Model # 920) shall be constructed of 1/4" flat sheet. The coil spring (for Model # 920-1) shall be constructed of 3/4" steel wire, consisting of eight 5-1/2" O.D. coils, with a free height of approximately 13". The spring coil shall have a spring rate of 650 lbs./in. The spiral lock shall be cast iron. For Model # 920-1, the adapter plate shall be constructed of 1/4" flat and the base plate shall be constructed of 1/4" steel plate. For Model # 920, the mounting frame shall be constructed of two 27-5/8" x 8" x 2" x 2" x 3/16" C-channel supports **welded** between an attachment plate of 3/8" black sheet steel measuring 9" x 12" and two 8" x 2" x 2" x

1/4" base angles. The footrest shall consist of the footrest bar, middle rail, and two tie bars. The footrest bar and middle rail shall be constructed of 1" tube. One-inch stainless steel plugs shall be inserted in the open ends of the footrest bar. The footrest assembly shall be solid welded. Handholds shall be constructed of 1" tube with supports of 1" pipe and brackets of 7 ga. sheet. The covers shall be constructed of low-density polyethylene. Anchor bolts for Model # 920 shall be 1/2"-13 x 12" mechanically galvanized steel with 2" of threads running from the end and a 90 degree bend at approximately 1-1/4" from the opposite end. Anchor bolts for Model # 920-1 shall be 3/4"-10 x 12". All fastener hardware (other than anchor bolts) shall be **Fastener Style A**. The **Rockite** rider bodies shall have color molded in. The mounting plate, "C" springs, security plates, base plate, adapter plate, spiral locks, and spacers shall be finished in **Mira-Cote**. The base plate and mounting frame shall have a galvanized finish. The handholds shall have an aluminum finish. The handhold covers shall have color molded in. The footrest shall have an aluminum enamel finish. The footrest caps shall have a nickel chrome finish.

- **RIDERS** shall be rider components which allow children traditional rocking horse type movement utilizing either a coil style spring or a "flat strip" style spring which has been formed into a "C" shape. The rider body shall consist of a **Rockite** figure or mold positive supported by the body frame. The body frame shall be constructed of 1-1/2" tube, handholds of 1" tube, a cross brace of 1-1/2" x 1-1/2" x 3/16" angle, and a mounting plate base constructed of 7 ga. sheet. The frame assembly shall be solid welded. The coil springs for coil spring riders shall be heavy-duty, eight coil, 3/4" diameter round spring steel. The spring shall be 5-9/16" in diameter by 13" long. Each spring will have two spiral lock plates for attachment to the concrete foundation and to the 2" x 3" support frames. The "C" springs for "C" spring riders shall be constructed of 3/8" spring steel, 4" wide by approximately 41-1/2" long, bent 180 degrees to form a large "C", except for Model # 953, which shall be 7/16" spring steel. Security plates and spacers shall be constructed of 1/4" flat sheet. For "C" spring riders, the mounting frame shall be constructed of two 25-5/8" x 8" x 2" x 2" x 3/16" C-channel supports welded between an attachment plate of 3/8" black sheet steel measuring 9" x 12" and two 8" x 2" x 2" x 1/4" base angles. Each footrest shall consist of a formed 1" tube footrest bar (with 1" stainless steel plugs closing ends), with two tie bars of 1/4" flat solid welded. Handholds shall be constructed of 1" aluminum bar. The covers shall be constructed of low-density polyethylene. Model # 901-1 shall have loop handholds and shall not require covers. For Model # 901-1, each of the two handholds shall consist of a grip and a handle. The grip shall be a single piece of 1" pipe with a 3/8" button head bolt welded on end. The open end shall slide over a rod that shall be positioned through the horse head. The rod shall be threaded on each end to receive the bolts needed to attach each grip. The handle shall be constructed of 1" tube and shaped to form a wide "U". The handle shall be placed perpendicular to the grip and solid welded. When positioned onto the horse, the open end of the handle will be partially inserted into the horse head. Anchor bolts shall be 1/2"-13 x 12" mechanically galvanized steel with 2" of threads running from the end and a 90 degree bend at approximately 1-1/4" from the opposite end. The **Rockite** rider bodies shall have color molded in. The mounting plate, "C" springs, security plates, and spacers shall be finished in **Mira-Cote**. The handholds shall have an aluminum finish. Handhold

covers shall have color molded in. The footrest shall have an aluminum enamel finish. The footrest caps shall have a nickel chrome finish. The mounting frame shall have a galvanized finish.

- **TWIN RIDERS** shall contain twin coil springs which give riders a four way rock and teeter. The assembly shall include a sturdy steel frame, aluminum seats, and steel hand and foot rests. The support arm shall be 2" x 3" x 3/16" rectangular tube, 5'-8" long. The handholds and footrests shall be 1" O.D. x 14 ga. galvanized tube and shall be welded to a frame fabricated of 1/4" x 2" flat steel. The coil springs shall be heavy-duty, eight coil, 3/4" diameter round spring steel. The spring shall be 5-9/16" in diameter by 13" long. Each spring will have two spiral-lock plates for attachment to the support arm and mounting frame. The seats shall be cast aluminum with approximate dimensions of 13" x 10" x 1-1/2". The mounting frame shall be constructed of two 27-5/8" long support tubes of 5" tube, welded at the top to a mounting plate of 3/8" black sheet steel containing two welded 3/4" x 2-1/4" bolts, and welded at the bottom to two steel angles measuring 1/4" x 2" x 2" x 7-1/2". For models featuring a character, the character shall consist of a molded figure constructed of high strength, rotationally molded polyethylene plastic that is capable of withstanding extreme weather and playground punishment. The interior framework shall be 1-1/4" pipe welded to a 3" x 2" x 3/16" mounting angle. Support arm, seats, hand and foot holds, spiral-locks and coil springs shall have a **Perma-Guard** finish. The character head shall have color molded in with enamel trim. The mounting frame shall have a galvanized finish.

- **BOUNCERS** shall be flat-seat rider components, enclosed by themed panels, which allow children traditional rocking horse type movement utilizing a "flat strip" style spring which has been formed into a "C" shape. The side panels and seat shall be constructed of **Mira-Lene**. The panels shall have routed designs including a triceratops, a two-legged dinosaur, a whale, and a "monster truck." The seat frame shall consist of sides constructed of 1-1/2" x 1-1/2" x 1/8" angle and end plates constructed of 1/4" flat sheet. The "C" springs shall be constructed of 3/8" spring steel, 4" wide by approximately 41-1/2" long, bent 180 degrees to form a large "C". Security plates and spacers shall be constructed of 1/4" flat sheet. Seat brackets shall be constructed of 1-1/2" x 1-1/2" x 1/8" angle. The handhold and footrest shall be constructed of 1" pipe with 3/8" aluminum inserts in each end. Anchor bolts shall be 1/2"-13 x 12" mechanically galvanized steel with 2" of threads running from the end and a 90 degree bend at approximately 1-1/4" from the opposite end. All fastener hardware (other than anchor bolts) shall be constructed of **Fastener Style A**. The panels shall have molded in color with each panel assembly having a two-color scheme. The mounting plate, seat frame, "C" springs, handholds, footrests, security plates, and spacers shall be finished in **Mira-Cote**.

• SURFACING [SU]

- **PLAYTERRAIN RUBBER MULCH** shall be a loose fill playground safety surfacing manufactured from recycled scrap tire rubber. The rubber is coated with a non-toxic, patented coloration process. Each piece of rubber is encapsulated with a colorfast process that provides a clean and aesthetically appealing safety surface unmatched in the industry for impact attenuation and safety. When properly installed, PlayTerrain Rubber Mulch shall meet or exceed the US

Consumer Product Safety Commission, IPEMA and ASTM criteria for safety surfacing attenuation and absorption. Play Terrain Rubber Mulch also needs wheelchair accessibility specification ASTM F1951-99. Crumb rubber is qualified as 3/8". Typical dimensions are 3/8" to a maximum of 3/4". Product has a metal free content of less than 0.05% (wire free) and maximum free fiber content is less than 0.01% by weight.

- **PLAYTERRAIN SYNTHETIC TURF** shall be a grass-like protective surfacing designed to be maintenance free and affordable. Turf shall meet the requirements of ASTM F 1292 that states that the surface must yield both a peak deceleration of no more than 200 g's and a Head Injury Criteria value of no more than 1,000 for a headfirst fall from the accessible height of the play equipment. The system shall consist of, but not necessarily be limited to, the following: Synthetic grass shall consist of fibers that are nominal 1-1/2" long. Turf fiber construction shall consist of polyethylene fibers tufted to stabilized 2 layer woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of polypropylene nonwoven geotextile (DuraFlo) partially produced with postindustrial recycled polypropylene fibers. Pad under layment system shall consist of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets ASTM F 1292 requirements. STF Infill shall consist of anti-microbial acrylic coated silica sand, designed to provide the look, feel, and performance of optimally maintained natural grass.

• SWINGS & SWING ACCESSORIES [SWG]

- **TWING SWING** shall be a T-shaped swing frame designed to support two swing seats with chains, to be ordered separately. The top rail shall comprise a header with two sleeves for field attachment of the leg assembly. Clevises shall be included for field attachment of swing chains, not supplied in this assembly. The header shall be constructed of a 160" long segment of 5" tube with 5" round end caps mechanically fastened to each end. Leg sleeves shall be constructed of 18" long segments of 5" tube formed, drilled and solid welded to the header. The header shall have four 1-1/4" O.D. steel bushing housings welded to it with 9/16" oil-impregnated bushings installed after painting. The clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc-plated. The leg assembly shall be constructed of two 136" long uprights of 5" tube swaged for field attachment to the header's leg sleeves. The uprights shall have 31" long braces of 1-1/2" square tube welded between them. The assembly shall include **Fastener Style A** hardware. The top rail and leg assembly shall be finished in **Mira-Cote**.

- **ARCH TIRE SWING AND EXTENSION** shall comprise two models: a base unit and an expansion set. Model # 714-852 shall comprise two end arches, a header, and clamps which assemble to form a swing frame, and swivel (patent pending) and tire assemblies which shall be field attached to the frame by PVC-coated chains. Model # 714-852-X shall be an "add-a-bay" extension module comprising an extension arch, a header, clamps, and swivel, tire and chain assemblies. The tire assembly shall swing to and fro and may rotate 360 degrees. Arch assemblies shall consist of the arch which functions as the legs for the swing frame, and arch stubs which shall support the header.

Arches and stubs shall be constructed of **5" tube**. Arches shall measure 132" from leg end to the plane at the height of the underside of the arch apex. Stubs shall measure approximately 5-1/4" drilled on top and bottom. The header assembly must be installed 8" above the finished surfacing. The header assembly shall consist of a header with a sleeve connector attached to each end. The header shall be constructed of **5" tube** and shall measure 124". The sleeve connector shall be 6" long and constructed of **5" Sch 40 pipe** drilled on top and bottom. The sleeve connectors shall be solid **welded** to the headers with an overhang receptacle depth of 3-1/2". The tire assembly shall consist of a 6.70 x 15 4-ply tire, three spacers, three eyebolt fasteners, and other fastener hardware. The spacers shall be constructed of **3/4" tube** approximately 5" in length, with end plates of 5/8" flat on each end. The fastener hardware shall be **Fastener Style A**. The clamp assembly shall consist of two top ring-type clamp halves and a single lower casting with connection points to mate with the two top pieces. The lower casting shall contain a socket receptacle to receive the tire hanger. A hole shall exist on the sides of the receptacle to allow a bolt to pass through. The two top ring-type clamp halves shall be constructed of **5" tube**. The lower clamp piece shall be cast ductile iron with a steel sleeve insert. The chain links shall be low carbon zinc plated steel with a black polyvinyl chloride coating. The chains shall be 54" in length. The patent pending swivel assembly shall consist of a housing and inner housing comprised of 304 stainless steel, a zinc plated, powder coated sand casting bracket of 60-45-12 ductile iron, and SAE 841 oil impregnated bronze bushings assembled together using two 304 stainless steel rods secured with 18-8 stainless steel roll pins. A thermoplastic self lubricating thrust washer and SAE 841 oil impregnated bronze bushing shall allow for 360° movement. As an added safety feature a vinyl coated stainless steel cable tether shall be attached via two Nylok nuts. The tether shall be looped and secured over top rail during installation. All hardware shall be **Fastener Style A**. The arch assemblies and the header assemblies shall be finished in **Mira-Cote**. The clamps shall be finished in **Perma-Guard**. The chains shall be PVC-dipped. The swivel shall be finished with high gloss black acrylic urethane enamel.

- **ARCH SWING FRAME AND EXTENSION** shall comprise two base units and expansion sets. Model # 714-852-2 shall comprise two end arches, a header, and four clevises, which assemble to form a swing frame. Model # 714-852-2X shall comprise an extension arch, a header, and four clevises. Model # 714-852-1H comprises two end arches, a header and two clevises. Model # 714-852-2HH shall comprise two end arches, a header and four clevises. Model # 714-852-1HX comprises one end arch, a header and two clevises. Model # 714-852-2HHX comprises an extension arch, a header and four clevises. Swing seats, Therapeutic Swing Seats and chains must be ordered separately. Arch assemblies shall consist of the arch, which serves as legs for the swing frame, and arch stub(s) which support the header. Arches and stubs shall be constructed of **5" tube**. Arches shall measure 132" from leg end to the plane at the height of the underside of the apex. Stubs shall measure approximately 5-1/4" with two 5/8" holes drilled on top and bottom of stub 1-1/2" from flush end for field attachment of header. The stubs shall be solid **welded** to the arches. The header assembly must be installed 8" above the finished surfacing. Each header assembly shall consist of a header with a sleeve connector attached to each end. The header for Model # 714-852-2 and # 714-852-1H shall be constructed of

5" tube and shall measure 124". The header for Model # 714-852-1H and # 714-852-1HX shall be constructed of **5" tube** and shall measure 81". The header for Model # 714-852-2HH and # 714-852-2HHX shall be constructed of **5" tube** and shall measure 137". The sleeve connector shall measure 6" and shall be constructed of **5" Sch 40 pipe**, with two 9/16" holes drilled on top and bottom of connector 1-1/2" from one end. The sleeve connectors shall be solid **welded** to the headers with an overhang receptacle depth of 3-1/2". The header shall have 1-1/4" O.D. bushing housings **welded** to it with 9/16" O.D. oil-impregnated bushings installed after painting. The clevises shall be cast of ductile iron grade 60-40-18. All fastening hardware shall be **Fastener Style A**. The arch and header assemblies shall be finished in **Mira-Cote**. The clevises shall be zinc plated. Some models shall contain **Slashproof Seats** or **360 Degree Slashproof Tot Seats**.

- **ARCH SWING FRAMES & EXTENSION (TOTS' CHOICE)** shall consist of arches, header(s) and two clevises per bay which shall assemble to form a swing frame. The swing frames shall be available in 1, 2, 3, or 4 bay models providing for 2, 4, 6, or 8 swing configurations. Arch assemblies shall consist of the arch, which serves as the legs for the swing frame, and the arch stub, which supports the header. Arches shall be constructed of **3-1/2" tube** and shall measure 118" from leg end to the plane of the underside of the arch apex. Stubs shall measure approximately 5-3/4" with two 5/8" holes drilled 1-1/2" from flush end and shall be solid **welded** to the arches. The header assembly must be installed 7'-4" above the finished surfacing. The header shall be constructed of **3" pipe**. Headers for Model #s 718-852-2, 718-852-4, 718-852-6, 718-852-8 and 718-852-2X shall measure 10'-6" long. Headers for Model #s 718-852-1H and 718-852-1HX shall measure 7'-2" long. Headers for Model # 718-852-2HH and 718-852-2HHX shall measure 11'-11" long. Headers shall have 1-1/4" O.D. steel bushing housings solid **welded** to them with 9/16" oil-impregnated bushings installed after painting. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. All fastener hardware shall be **Fastener Style A**. The arches and header shall be finished in **Mira-Cote**. Swings and Therapeutic Swing Seat must be ordered separately.

- **SINGLE POST SWING FRAMES AND EXTENSION (KIDS' CHOICE)** shall consist of leg assemblies and a header per each bay which shall assemble to form a swing frame, available in 1, 2, 3 or 4 bay models providing for 2, 4, 6 or 8 swing configurations. Model # 714-735-1H, # 714-735-2HH, # 714-735-1HX and # 714-735-2HHX shall be for Therapeutic Swing Seats only. Swings and chains are not included. The legs shall be constructed of **5" tube**, 160" long, with a **5" round end cap** mechanically fastened to its top end and one (for end legs) or two (for middle legs) 5-3/16" long yoke stubs of **2-1/2" Sch 40 pipe welded** to each for field assembly of headers. For Model # 714-735-2, # 714-735-4, # 714-735-6 and # 714-735-8 each 126" long header shall be constructed of **2" pipe welded** with four 1-1/4" O.D. steel bushing housings containing 9/16" bushings installed after painting. For Model # 714-735-1H and # 714-735-1HX each 81" long header shall be constructed of **2" pipe welded** with four 1-1/4" O.D. steel bushing housings containing 9/16" bushings installed after painting. For Model 714-735-2HH and 714-735-2HHX each 143" long header shall be constructed of **2" pipe welded** with four 1-1/4" O.D. steel bushing housings containing 9/16" bushings installed after painting. The assembly shall contain

Fastener Style A hardware. The legs and top rail shall be finished in **Mira-Cote**.

- **8' DOUBLE SUPPORT SWING FRAMES AND EXTENSION** shall consist of legs, a top rail, and yokes which shall assemble to form an 8' high swing frame. Model # 2901X, 2903X, 2901HX, 2903HX, 2901HHX and 2903HHX shall comprise end legs, a top rail, and yokes. The swing frames shall be available in 2, 4, 6, or 8 swing, and 1 or 2 Therapeutic Swing Seat configurations. Swing seats and Therapeutic Swing Seats must be ordered separately. Top rails shall be constructed of **2-3/8" tube** measuring 10'-6" long. There shall be either two or four bushing housings solid **welded** to the top rail to which the swing clevises shall be attached. These bushing housings shall be made of 1-1/4" O.D. x 9/16" I.D. hot rolled, TRW, ASTM A-519 tubing. Each housing shall have an oil-impregnated bushing installed at the factory. Legs shall be constructed of **2" pipe** measuring 10'-6" long each. Yokes shall be constructed of **2-1/2" Sch 40 pipe**, solid **welded**. All fastener hardware shall be **Fastener Style A**. The legs, top rails, and yokes on Model # 2901, # 2901X, # 2917, # 2925, # 2933, 2901H, 2901HX, 2901HH and 2901HHX shall have a **Mira-Cote** finish. The top rails and yokes on Model # 2902, # 2918, # 2926, and # 2934 shall have a **Mira-Cote** finish. The legs for Model # 2902, # 2918, # 2926, and # 2934 shall have a galvanized finish. The yokes on Model # 2903, # 2919, # 2927, # 2935, # 2903X, 2903H, 2903HX, 2903HH and 2903HHX shall have a **Mira-Cote** finish while the top rails and legs shall have a galvanized finish.

- **10' DOUBLE SUPPORT SWING FRAMES AND EXTENSION** shall consist of legs, a top rail, and yokes which shall assemble to form a 10' high swing frame. Model # 2905X and # 2907X shall comprise end legs, a top rail, and yokes. The swing frames shall be available in 2, 4, 6, or 8 swing configurations. Top rails shall be constructed of **2-3/8" tube** measuring 10'-6" long. Legs shall be constructed of **2" pipe** measuring 12'-6" long each. Yokes shall be constructed of **2-1/2" Sch 40 pipe**, solid **welded**. All fastener hardware shall be **Fastener Style A**. The legs and top rails of Model # 2907, # 2907X, # 2923, # 2931, and # 2938 shall have a galvanized finish. The yokes shall be finished in **Mira-Cote**. The legs of Model # 2906, # 2922, # 2930, and # 2938 shall have a galvanized finish. The yokes and top rails shall be finished in **Mira-Cote**. The legs, top rails, and yokes of Model # 2905, # 2905X, # 2921, # 2929, and # 2937 shall be finished in **Mira-Cote**. Some models shall contain **Slashproof Seats** or **360 Degree Slashproof Tot Seats**.

- **8' TRIPOD SWING FRAMES AND EXTENSION** shall consist of legs, a top rail, and yokes which shall assemble to form an 8' high swing frame. Model # 2832X and 2862X shall comprise end legs, a top rail, and yokes. The swing frames shall be available in 2, 4, 6, or 8 swing configurations. Top rails shall be constructed of **2-3/8" tube** measuring 10'-6" long. Legs shall be constructed of **2" pipe** measuring 10'-6" long. Yokes shall be constructed of **2-1/2" Sch 40 pipe**, solid **welded**. All fastener hardware shall be **Fastener Style A**. The legs, top rails, and yokes on Model # 2832, # 2832X, # 2834, # 2836, and # 2838 shall have a **Mira-Cote** finish. The top rails and yokes on Model # 2852, # 2854, # 2856, and # 2858 shall have a **Mira-Cote** finish. The legs for Model # 2852, # 2854, # 2856, and # 2858 shall have a galvanized finish. The yokes on Model # 2862, # 2864, # 2866, and # 2868 shall have a **Mira-Cote** finish. The top rails and legs for Model # 2862, # 2862X, # 2864, # 2866, and # 2868 shall have a galvanized finish. Some

models shall contain **Slashproof Seats** or **360 Degree Slashproof Tot Seats**.

- **10' TRIPOD SWING FRAMES AND EXTENSION** shall consist of legs, a top rail, and yokes which shall assemble to form a 10' high swing frame. Model # 2772X and # 2712X shall comprise end legs, a top rail, and yokes. The swing frames shall be available in 2, 4, 6, or 8 swing configurations. Top rails shall be constructed of **2-3/8" tube** measuring 10'-6" long. Legs shall be constructed of **2" pipe** measuring 12'-6" long. Yokes shall be constructed of **2-1/2" Sch 40 pipe**, solid **welded**. All fastener hardware shall be **Fastener Style A**. The legs and top rails of Model # 2712, # 2712X, # 2714, # 2716, and # 2718 shall have a galvanized finish. The yokes shall be finished in **Mira-Cote**. The legs of Model # 2752, # 2754, # 2756, and # 2758 shall have a galvanized finish. The yokes and top rails shall be finished in **Mira-Cote**. The legs, top rails, and yokes of model # 2772, # 2772X, # 2774, # 2776, and # 2778 shall be finished in **Mira-Cote**. Some models shall contain **Slashproof Seats** or **360 Degree Slashproof Tot Seats**.

- **8' AND 10' TRIPOD SWING FRAMES AND EXTENSION (EXTRA HEAVY DUTY)** shall consist of legs, a top rail, and yokes which shall assemble to form an 8' or 10' high swing frame. Model # 2941X, # 2944X, and # 2872X shall comprise end legs, a top rail, and yokes. The swing frames shall be available in 2, 4, 6, or 8 swing configurations. Top rails shall be constructed of **3" pipe** measuring 10'-6" long and shall have 1-1/4" O.D. steel bushing housings solid **welded** to them with 9/16" oil-impregnated bushings installed after painting. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. Legs shall be constructed of **2" pipe** and shall measure 12'-6" long each. Yokes shall be constructed of **2-1/2" Sch 40 pipe**, solid **welded**. All fastener hardware shall be **Fastener Style A**. The legs and top rails of Model #s 2944, # 2944X, # 2950, # 2954, and # 2958 (10' high models) and Model # 2872, # 2872X, # 2874, # 2876 and # 2878 (8' high models) shall have a galvanized finish. The yokes shall be finished in **Mira-Cote**. The legs, top rails, and yokes of Model # 2941, # 2941X, # 2946, # 2952, and # 2956 shall be finished in **Mira-Cote**. Some models contain **Slashproof Seats**.

- **SWING SEATS** shall reference one of the following in Miracle's "Glossary of Technical Data for Materials, Processes and Finishes": **Slashproof Seat**, **360 Degree Slashproof Tot Seat**, **Therapeutic Swing Seat** or **Mirage Therapeutic Swing Seat**.

- **SWING HANGERS** shall be zinc plated and finished in **Mira-Cote**. The swing hangers for Model # 280 and # 281 and clevises shall be constructed of 60-40-18 ductile iron in compliance with ASTM A-536 specifications, and shall have a tensile strength of 60,000 p.s.i. The swing hanger for Model # 279 shall be constructed of 65-45-18 ductile iron, and shall have a tensile strength of 65,000 pounds psi. The clevis shall have a zinc plate finish.

- **TENSILE TOUGH SWING CHAINS** shall be pairs of **welded** chains with a Plastisol-coated gripping area and links sufficiently wide enough to allow them to pass one another freely, eliminating the tendency to kink. The links shall be low carbon galvanized steel with a Plastisol-coated area 32" long on the bottom end. Model # 294 shall measure 71" in length, Model # 295 shall measure 94" in length, and Model # 296 shall measure 51" in length.

- **PVC COATED CHAIN** shall be a **welded** chain with links sufficiently wide to allow them to pass one another freely, eliminating the tendency to kink. The links shall be low carbon zinc plated steel with a polyvinyl chloride coating. The chain for Model # 292 shall measure 71" in length while the chain for Model # 293 shall be 94" in length. The 3/8" "S" hooks shall be constructed of C1008 industrial quality steel wire with zinc plating of between .0015 to .0020 thickness. The chain shall have a **Mira-Therm** finish. The "S" hooks shall have a mill finish.

• TABLES [TB]

- **RECYCLED PLASTIC TABLES** shall contain two backless seats and a 6' rectangular tabletop made of recycled plastic slats and a steel frame assembly, designed for in-ground installation. The slats shall be 4" x 4" x 6' recycled plastic. The frame assembly shall comprise a pedestal with a tabletop support and brackets, all solid **welded**. The pedestal shall be a **4" square tube** post. The two tabletop supports shall be 3" x 1.4" steel channel. The brackets shall be constructed of 1-3/4" x 1-3/4" x 3/16" angle. The post cap shall be constructed of 11 ga. sheet. Each seat-arm assembly shall comprise a mount of 3/8" sheet steel, an arm and a seat support both constructed of **4" square tube**, caps of 14 ga. steel, and brackets of 1-3/4" x 1-3/4" x 3/16" angle. All hardware shall be **Fastener Style A**. The frame and arms shall be finished in **Mira-Cote**. The slats shall have color molded in.

- **MIRA-THERM II PICNIC TABLES (PORTABLE)** shall be portable, PVC-dipped picnic tables of 6' and 8' length. The tabletop shall measure 30" x 72" (or 96") x 2" thick. The seat boards shall measure 10" x 72" (or 96") x 2" thick. Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid **welded** braces of 1/4" x 1-1/4" flat. Spacers for Model # 1148-1 shall be constructed of 1/4" x 1-1/4" flat. Leg assemblies shall be constructed of **2" pipe** with braces of 1/4" x 2" flat, solid **welded**. Diagonal braces shall be constructed of **1" tube**. All fastening hardware shall be **Fastener Style A**. The tabletop and seat boards shall be finished in **Mira-Therm**. The legs and diagonal braces shall be finished in **Mira-Cote**.

- **MIRA-THERM II SQUARE AND ROUND PICNIC TABLES (PORTABLE)** shall be PVC-dipped punched steel picnic tables featuring seatboards with rounded edges for enhanced safety and comfort. The table top stands approximately 29" high and the seats stand approximately 19" high. The round table tops shall measure 38" diameter or 46" diameter by 2" thick. The square table tops shall measure 38" x 38" x 2" or 46" x 46" x 2". The seatboards shall measure 32" wide or 40" wide by 10" deep by 2" thick. Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid **welded** braces of 1/4" x 1-1/4" flat. Legs shall be constructed of die-formed **1-1/4" pipe** with solid **welded** support brackets of 1/4" x 1" steel. Seatboard mounting brackets shall be constructed of 11 ga. steel sheet. For round tables, the center casting for field assembly of legs shall be **aluminum alloy**. For square models, the center bracket for field assembly of legs shall comprise arms of **1" pipe** with 1/4" x 1-1/2" flat bolting brackets and a **1-1/2" pipe** hub, all solid

welded. Each assembly shall contain **Fastener Style A** hardware. The table top and seatboards shall be finished in **Mira-Therm**. The legs and center bracket shall be finished in **Mira-Cote**.

- **ALUMINUM TABLES** shall consist of four "C" legs with seat channels, two diagonal braces, two aluminum seat boards, three aluminum tabletop boards, and three bolting angles and appropriate hardware. The tabletop and seat boards shall be extruded aluminum with a minimum thickness of not less than .078" and shall have a fluted non-skid surface. The boards shall be 9-1/2" wide x 1-1/2" deep. The boards shall be in 6', 8', and 15' lengths. There shall be internal beams located 3" from each side of the board. The boards shall be designed to support a live load of not less than 120 lb. per linear foot. The bolting clips shall be extruded aluminum and shall be 2" long x 1-3/8" wide x 1/4" thick. The clips shall have grooves to prevent slipping by fitting over the board channels. An offset hole 1" long x 3/8" wide shall allow the clip to be turned if necessary for better hole alignment. The leg assemblies shall be fabricated of **1-1/4" pipe** for regular models, and **2" pipe** for heavy duty models. There shall be 11 ga. die formed seat bolting channels **welded** on. The diagonal braces shall be **1-1/2" tube**. The bolting angles shall be constructed of 11 ga. **A-60 Galvanneal** sheet. The end caps shall be fabricated of an aluminum extrusion and beveled, rounded, deburred and smoothed. The legs and braces shall be galvanized. The legs shall have a coat of zinc rich enamel at welds. The end caps shall have a mill finish. The tabletop and seat boards for colored models shall be finished in **Mira-Cote**. The tabletop and seat boards for unpainted models shall have a silver anodized #204R1 finish which conforms to the Aluminum Association Architectural Standard AA-C22A31.

- **ALUMINUM THERAPEUTIC PICNIC TABLES** shall be wheelchair accessible aluminum picnic-style tables, each of which shall consist of an 8' x 2'-5" aluminum tabletop and two 6' aluminum plank seats, all attached to a steel frame. The tabletop and seat boards shall be extruded aluminum with a minimum thickness of not less than .078" and shall have a fluted nonskid surface. The boards shall be 9-1/2" wide x 1-1/2" deep. The length of the boards shall be 8' for the tabletop and 6' for the seat boards. There shall be internal beams located 3" from each side of the board. The boards shall be designed to support a live load of not less than 120 lbs per linear foot. The bolting clips shall be extruded aluminum and shall be 2" long x 1-3/8" wide x 1/4" thick. The clips shall have grooves to prevent slipping by fitting over the board channels. An offset hole 1" long x 3/8" wide shall allow the clip to be turned if necessary for better hole alignment. The leg assemblies shall be fabricated of **1-1/4" pipe** (for Model # 1135 and # 1135-1) and **2" pipe** (for Model # 1136 and # 1136-1). There shall be 11 ga. die formed seat bolting plates **welded** on. The diagonal braces shall be **1-1/2" tube**. The end caps shall be fabricated of an aluminum extrusion and beveled, rounded, deburred and smoothed. All hardware shall be **Fastener Style A**. The legs and braces shall be galvanized. The legs shall have a coat of zinc rich enamel at welds. The end caps shall have a mill finish. The tabletop and seat boards for Model # 1135 and # 1136 shall have a **Mira-Cote** finish. The tabletop and seat boards for Model # 1135-1 and # 1136-1 shall have a silver anodized #204R1 finish which conforms to the Aluminum Association Architectural Standard AA-C22A31.

- **SQUARE TABLES (PERMANENT)** shall be PVC-dipped punched steel picnic tables featuring seatboards and table top with rounded edges for enhanced comfort and safety, designed for in-ground installation. Model # 1139T shall contain three seats instead of four to provide wheelchair access. The square table top shall measure 38" x 38" x 2" (or 46" x 46" x 2") with rounded edges. The seatboards shall measure 32" x 10" x 2" (or 40" x 10" x 2"). Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid **welded** braces of 1/4" x 1-1/2" flat. The upright shall be constructed of 4" **square tube** with an 11 ga. top cap. Top bracing and brackets shall be constructed of 1/4" thick steel. The assembly shall be solid **welded**. Seat arms shall be constructed of 4" **square tube** with **welded** table support mounting brackets constructed of 3/8" black sheet, end caps of 11 ga. sheet **A-60 Galvannealed**, and seat supports constructed of 2" x 3" x 3/16" steel angle. Seatboard mounting brackets shall be constructed of 11 ga. steel sheet. The assembly shall contain **Fastener Style A** hardware. The seatboards and table top shall be finished in **Mira-Therm**. The table support and arm assemblies shall be finished in **Mira-Cote**.

- **ALL STEEL TABLETOP TABLES** shall be picnic-style table models which shall consist of four "C" legs with seat channels (except for Model # 1128-2 which shall have two 4" square pedestal legs and shall be designed for permanent installation), two diagonal braces, two steel seat boards, a steel tabletop, reinforcing angles, and appropriate hardware. The seat boards shall be constructed of 16 ga. **A-60 Galvannealed** sheet with end caps of 14 ga. **A-60 Galvannealed** sheet. The seatboards shall be 10" wide by 6" and 8" lengths. The tabletop shall be constructed of 16 ga. **A-60 Galvannealed** sheet measuring 30" x 72", with reinforcing angles constructed of 11 ga. **A-60 Galvannealed** sheet. The pinch plates shall be constructed of 1/4" x 1-1/2" flat. The legs for the portable models shall be fabricated of 1-1/4" **pipe** (Model # 1126, # 1128, and # 1128T) and 2" **pipe** (Model # 1126-1, # 1128-1, and # 1128-1T). There shall be 11 ga. die-formed seat bolting channels **welded** on. The legs for Model # 1128-2 shall be constructed of 4" **square tube** measuring 55". To the leg shall be **welded** a top support constructed of 2" x 3" x 3/16" angle, a seat support constructed of 3" x 4" x 1/4" angle, and a cap constructed of 11 ga. sheet. The diagonal braces shall be 1-1/2" **tube**. All hardware shall be **Fastener Style A**. The seat board and tabletop assemblies shall have a **Mira-Cote** finish. The tabletop and seat boards for Model # 1130-1, # 1131-1, # 1132-1, and # 1133-1 shall have a silver anodized #204R1 finish which conforms to the Aluminum Association Architectural Standard AA-C22A31. The pinch plates shall have a black enamel finish. The legs and braces shall be galvanized. The legs shall have a coat of zinc rich enamel at welds.

- **15' ALUMINUM TABLES** shall consist of six "C" legs with seat channels, four diagonal braces, two aluminum seat boards, three aluminum tabletop boards, and five bolting angles and appropriate hardware. The tabletop and seat boards shall be extruded aluminum with a minimum thickness of not less than .078" and shall have a fluted non-skid surface. The boards shall be 9-1/2" wide x 1-1/2" deep. The boards shall be in 15' lengths. There shall be internal beams located 3' from each side of the board. The boards shall be designed to support a live load of not less than 120 lbs per linear foot. The

bolting clips shall be extruded aluminum and shall be 2" long x 1-3/8" wide x 1/4" thick. The clips shall have grooves to prevent slipping by fitting over the board channels. An offset hole 1" long x 3/8" wide shall allow the clip to be turned if necessary for better hole alignment. The leg assemblies shall be fabricated of 1-1/4" **pipe** (Model # 1143 and # 1145) and 2" **pipe** (Model # 1143-1 and # 1145-1). There shall be 2" x 3" x 3/16" die-formed seat bolting angles **welded** on. The diagonal braces shall be 1-1/2" **tube**. The bolting angles shall be constructed of 11 ga. **A-60 Galvannealed** sheet. The end caps shall be fabricated of an aluminum extrusion and beveled, rounded, deburred and smoothed. All hardware shall be **Fastener Style A**. The legs and braces shall be galvanized. The legs shall have a coat of zinc rich enamel at welds. The end caps shall have a mill finish. The tabletop and seat boards for Model # 1143 and # 1143-1 shall have a silver anodized #204R1 finish which conforms to the Aluminum Association Architectural Standard AA-C22A31. The tabletop and seat boards for Model # 1145 and # 1145-1 shall have a **Mira-Cote** finish.

- **ALL METAL PICNIC TABLE** shall comprise six "C" legs with seat channels, four diagonal braces, two steel seat boards, three steel table top slats, reinforcing angles, and appropriate hardware, and shall be designed to be portable. The two seat boards and three tabletop slats shall be constructed of 16 ga. **A-60 Galvannealed** sheet with end caps of 14 ga. **A-60 Galvannealed** sheet. The seat boards shall be 10" wide by 15' long. The tabletop shall be constructed of 16 ga. **A-60 Galvannealed** sheet measuring 30" x 72", with reinforcing angles constructed of 11 ga. **A-60 Galvannealed** sheet. The pinch plates shall be constructed of 1/4" x 1-1/2" flat. The leg assemblies shall be fabricated of 2" **pipe**. There shall be 11 ga. die formed seat bolting plates **welded** on. The top angles shall be made of 11 ga. **A-60 Galvannealed** sheet. The angles shall be die-formed, punched, and shall be 27" long. The diagonal braces shall be 1-1/2" **tube**. All hardware shall be **Fastener Style A**. The seat board and tabletop assemblies shall have a **Mira-Cote** finish. The pinch plates shall have a black enamel finish. The legs and braces shall be galvanized. The legs shall have a coat of zinc rich enamel at welds.

- **PVC PICNIC TABLES (IN GROUND)** shall be PVC-dipped punched steel picnic tables featuring seatboards and table top with rounded edges for enhanced comfort and safety, designed for in-ground installation. The table top shall measure 30" x 72" (or 96") x 2" thick. Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid **welded** braces of 1/4" x 1-1/2" flat. The upright and seat support arms shall be constructed of 4" **square tube** with a cap of 11 ga. sheet. The top support angle shall be constructed of 2" x 3" x 3/16" angle. The assembly shall be solid **welded**. Adapter brackets for Model # 1148 and angle braces for Model # 1116-2 and # 1118-2 shall be constructed of die-formed 11 ga. sheet **A-60 Galvannealed**. Seatboard mounting brackets shall be constructed of 11 ga. steel sheet. The assembly shall contain **Fastener Style A** hardware. The seatboards and table top shall be finished in **Mira-Therm**. The legs, brackets and braces shall be finished in **Mira-Cote**.

- **LEGACY PICNIC TABLES** shall be available in either **Mira-Cote** or galvanized finishes. Top and seats

shall be manufactured from 13 ga. hot rolled pickled in oil sheet steel. The table top shall have both 4 ga. and 11 ga. bracing. The table seats shall have 11 ga. bracing. The top and seats shall have a 30-40 mil coating of a baked on fluidized bed polyethylene copolymer based thermoplastic powder. The table frame shall be manufactured from either 12 ga. 2-3/8" (60.3 mm) O.D. hot rolled steel tubing or in-line galvanized steel tubing, with 11 ga. galvanized support brackets (cantilever picnic tables shall have 7 ga. galvanized support brackets). The table mid-brace shall be manufactured from either 14 ga. 1-5/16" (33.4 mm) O.D. hot rolled steel tubing or in-line galvanized steel tubing. The table frames and mid-brace shall be coated either with a baked on electrostatically applied polyester dry powder coating (**Mira-Cote**), or hot dip galvanized. Assembly hardware shall be stainless steel.

- **LEGACY PEDESTAL TABLES** shall be available in either **Mira-Cote** or galvanized finishes. Table top and seats shall be manufactured from 13 ga. hot rolled pickled in oil sheet steel. The table top shall have 11 ga. bracing (6" Pedestal tables shall have both 4 ga. and 11 ga. bracing). The table seats shall have 11 ga. bracing. The top and seats shall have a 30-40 mil coating of a baked-on fluidized bed polyethylene copolymer based thermoplastic powder. The table frame shall be manufactured from 4" (102 mm) hot rolled 4 ga. square tubing, 3-1/2" (88.9 mm) hot rolled 7 ga. square tubing, and 2-1/2" (64 mm) hot rolled 11 ga. square tubing. The table frame shall be coated with a baked-on electrostatically applied polyester dry powder coating (**Mira-Cote**), or hot dip galvanized. All assembly hardware shall be stainless steel.

- **LEGACY PORTABLE TABLES** shall be available in either a **Mira-Cote** or galvanized finish. Table top and seats shall be manufactured from 13 ga. hot rolled pickled in oil sheet steel. The table top shall have 11 ga. bracing. The top and seats shall have a 30-40 mil coating of a baked-on fluidized bed polyethylene copolymer based thermoplastic powder. The table frame shall be manufactured from 11 ga. 1-5/8" (42.2 mm) O.D. in-line galvanized steel tubing with 11 ga. bracing. The mid support shall be manufactured from 14 ga. 1-5/16" (33.4 mm) O.D. in-line galvanized steel tubing, 13 ga. 2-3/8" (60.3 mm) in-line galvanized steel tubing, and 7 ga. bracing. The table and mid-frame support shall be coated with a baked-on electrostatically applied polyester dry powder coating (**Mira-Cote**), or hot dip galvanized. All assembly hardware shall be stainless steel.

- **LEGACY CANTILEVER TABLES** shall be available in a **Mira-Cote** finish. Top and seats shall be manufactured from 13 ga. hot rolled pickled in oil sheet steel. The top and seats shall have 11 ga. bracing. The top shall have an 11 ga. 1-7/8" (48.2 mm) in-line galvanized steel tubing side edge. The top and seats shall have a 30-40 mil coating of a baked on fluidized bed polyethylene copolymer based thermoplastic powder. The table frame shall be manufactured from 12 ga. 2-3/8" (60.3 mm) O.D. in-line galvanized steel tubing with 7 & 11 ga. bracing. The mid support shall be manufactured from 14 ga. 1-5/16" (33.4 mm) O.D. in-line galvanized steel tubing, 13 ga. 2-3/8" (60.3 mm) in-line galvanized steel tubing, and 7 ga. bracing. The table frame and mid support shall be coated with a baked-on electrostatically applied polyester dry powder coating. Assembly hardware shall be stainless steel.

- **RECTANGULAR REDWOOD TABLE** shall be a permanent 6' redwood table with two seats consisting of 14 redwood slats supported by a steel frame. Eight

slats shall be used for the tabletop and three slats shall be used for each of the seats. The slats shall be 4" x 4" x 6' **redwood**. The frame assembly shall consist of a pedestal with a tabletop support and brackets. The pedestal shall be a post constructed of 4" **square tube**. The two tabletop supports shall be constructed 3" x 1.4# steel channel. The brackets shall be constructed of 1-3/4" 1-3/4" x 3/16" angle. The post cap shall be constructed of 11 ga. sheet. Each seat-arm assembly shall consist of a mount of 3/8" sheet steel, an arm and a seat support both constructed of 4" **square tube**, caps of 14 ga. steel, and brackets of 1-3/4" 1-3/4" x 3/16" angle. All hardware shall be **Fastener Style A**. All **redwood** shall be left natural. The frame and seat-arm assemblies shall have a **Mira-Cote** finish.

- **PVC TOT TABLE (PORTABLE)** shall be a portable, PVC-dipped punched steel picnic table featuring seatboards and table top with rounded edges for enhanced comfort and safety. The table top shall measure 72" wide by 30" deep by 2" thick. The seatboards shall measure 72" wide by 10" deep by 2" thick. Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid **welded** braces of 1/4" x 1-1/2" flat. The legs shall be constructed of 1-1/4" **pipe**, 10 ga., formed and drilled, with a brace mount of 1/4" x 1-1/2" flat welded between pairs and a seat mount of 7 ga. sheet **welded** atop each upright. Cross braces shall be constructed of 1" **pipe**, formed, mached and punched. The assembly shall contain **Fastener Style A** hardware. The seatboard and table top shall be finished in **Mira-Therm**. The legs and cross braces shall be finished in **Mira-Cote**.

- **PVC SQUARE TOT TABLE (PORTABLE)** shall be a portable, PVC-dipped punched steel table featuring seatboards and table top with rounded edges for enhanced comfort and safety. The square table top shall measure 38" x 38" x 2" with rounded edges. The seatboards shall measure 32" wide by 10" deep by 2" thick. Each shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 2" tall walls and shall be supported by solid **welded** braces of 1/4" x 1-1/4" flat. The leg assemblies shall be constructed of 1-1/4" (1-5/8" O.D.) galvanized steel pipe, drilled, formed and mached on one end for field attachment to the table top. Holes shall also be drilled in the pipe for field attachment to the hub assembly. The frame shall have a seat brace, drilled, constructed of 3/16" x 1-1/2" flat, solid **welded**. Seatboard mounting brackets shall be constructed of 11 ga. steel sheet. The hub assembly shall be constructed of 1-1/4" (1-5/8" O.D.) galvanized steel pipe, drilled for field attachment to the legs, with **plastic pipe plugs** inserted in each end. The assembly shall contain **Fastener Style A** hardware. The seatboard and table top shall be finished in **Mira-Therm**. The hub and legs shall be finished in **Mira-Cote**.

• FUNSHADE [FS]

- **FUNSHADES** shall comprise a tent-like framework and a fabric cover to provide shade for playgrounds, theme parks, water amusement parks, events and showgrounds, golf driving ranges, children's play areas, marinas and docks, sports fields and bleachers, car washes and dealerships, etc. Miracle shall offer Funshades in two colors of fabric and a wide variety of

post colors. *Note: Funshades posts must be located beyond play equipment's use zone. All portions of Funshade roof must be located at least 7' above the highest designated play surface of the play equipment. Refer to ASTM F 1487. Funshades shall be available in 10' x 10' x 8' high, 12' x 12' x 8' high, 16' x 16' x 10' high, 17' x 17' x 8' high, 18' x 18' x 9' high, 22' x 27' x 10' high, and 24' x 24' x 10' high sizes. The height specified shall refer to the lowest point of fabric when properly installed. Posts shall be 2.5" OD (Model # 330-10 and # 330-12), 2.875" OD (Model # 330-17), or 3.5" OD (Model # 330-16, # 330-18, # 330-22, and # 330-24) 11 ga. steel pipe, cold rolled galvanized in accordance to ASTM A-513 Table 9 for wall thickness specifications, with 6" x 6" x 1/4" uplift plates tack **welded** for direct embedment mounting. Each model shall contain four hip beams with elbows of the beam's material solid **welded** to bottom ends. Hip beams for Model # 330-10 and # 330-12 shall be 2.197" OD 12 ga. steel; for Model # 330-16, # 330-17, and # 330-18, beams shall be 2.5" OD 11 ga. steel; and for Model # 330-22 and # 330-24, hip beams shall be 2.875" 12 ga. steel. Each model shall contain a ridge beam assembly consisting of a crosspiece with two "V" shaped inserts **welded** to each end at a 94 degree angle. Crosspiece for Model #330-10 and # 330-12 shall be 2.5" 11 ga. steel, with "V" inserts of 1.9" OD 12 ga. steel. Crosspiece for Model # 330-16, # 330-17, # 330-18, and # 330-24 shall be 2.875" OD 12 ga. steel, with "V" inserts of 2.197" OD 12 ga. steel. The crosspiece for Model # 330-22 shall be 3.5" OD 12 ga. steel, with "V" inserts of 1.9" OD 12 ga. steel. The fabric shall be designed with fail-safe double bound stitch to burst on wind forces in excess of 75 mph so as not to impose additional stress on the frame. *Frame and fabric shall be not designed for snow load or ponding thereof.* Fabric shall be constructed of high density polyethylene with ultra violet additives, a monofilament and tape construction, giving fabric stability, and shall be Rachel knitted to ensure material will not unravel when cut. Life expectancy of fabric covers shall be five (5) years continuous exposure to the sun. Burst strength shall be 260 kpa, fabric mass shall be 195 gsm, and tear strength shall be 100 kg (warp), 210 (weft.) Thread used shall be UV resistant "TENARA" with life expectancy in full sun of eight (8) years. Stitching shall be double row lock stitched. Fabric covers shall be 80% water-repellent, shall block 90% of UV, and shall provide 88-90% shade. Fire rating, resulting from testing by procedures outlined in ASTM E 84-91a, for fabric shall be: flame spread index - 15 (Class 1) and smoke developed index - 15. The fabric shall be mounted to the frame in the field using a length of vinyl-covered multi-stranded cable (3/16" or 1/4" threaded through fabric and looped around columns. Cable fasteners shall be stainless steel "U"-bolts. All hardware shall be **Fastener Style A**. Posts and beam assemblies shall be powdercoat painted for superior protection against chipping, fading and peeling.*

- **PLAYCOVER SUN SHADES** shall help everyone stay cool, comfortable, and sun-safe while helping keep surfaces cooler to touch. Sheltered equipment shall stay colorful and last longer too. Playcovers shall feature up to 94% shade factor, block up to 95% of dangerous UV solar radiation, and shall be able to withstand 60, 90 or 100 mph windspeeds (depending on model) with cover detached. They shall feature tightly knit detachable fabric (for removal before winter) with adjustable tension and sturdy, heavy gauge steel frames. Shades will also be available with an EZ slide option for simple cover removal. They shall be available in a variety of shapes and sizes in many fabric and frame color combinations. The UV

stabilized fabric shall be high density polyethylene (HDPE) with a monofilament and tape knitted lock stitch construction that will not tear or fray if cut. Structural steel pipes shall conform to ASTM A53 or A501. Steel plate shall conform to ASTM A992, Fy=50 KSI. All fabrication and erection of structural steel shall conform with the current edition of AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings." Steel welds shall conform to AWS D.1: Electrodes, Class E70XX, Low Hydrogen. Frames shall be powdercoated with a double coat based on polyester TGIC, a minimum of 4 mils thick, and cured at 400°F.

• TODDLERS' CHOICE [ECH]

- **SOFT SHAPES** shall be tough-stitched vinyl and foam geometric and character shapes designed to permit safe and imaginative play. The interchangeable pieces shall be fastened together with hook-and-loop fasteners, allowing them to be repositioned or stored and re-assembled easily. Model # 441-1 Circle Climber shall comprise eight pieces; Model # 441-2 Corner Climber shall comprise six pieces. Soft Shapes characters shall include a colorful duck, horse and elephant. Soft Shapes shall be constructed of 34120 foam within trimmed and stitched flame resistant 12 oz. Faillie embossed vinyl in contrasting colors.

- **MODEL 1 PLAYSYSTEMS** shall contain five decks ranging in height from 2'-0" to 4'-0", two slides with canopies, two climbers, six panels and a transfer point. Most components shall feature molded-in, age-appropriate images such as dinosaurs, vehicles, handprints, etc. Model 1 Playsystems shall be available in two color schemes (natural and primary) and shall be designed for either inground or surface mount installation. Post and leg lengths shall allow 2" for unitary surfacing for bolt down models, and 12" for loose fill surfacing for inground models. Deck posts shall be constructed of 3" **square tube** with drilled and formed base plates solid **welded** to bottom ends constructed of 7 ga. **A-60 Galvannealed**. Endcaps of stamped, formed sheet shall be mechanically fastened to top ends. Decks shall be constructed of **Rockite** with a deck top surface area approximately 33" square. Panels and covers shall be constructed of **Rockite** with all corners rounded. The convex bubble shall be vacuum-formed clear polycarbonate sheet, the flat mirror shall be mirror polycarbonate sheet, and the flat window formed of clear polycarbonate sheet. Bubble, window and mirrors shall measure 26-1/2" in diameter. The bubble, window and mirrors shall be attached to the panels using tamper-proof screws and flat washers. The travel panel shall contain cylinders constructed of blow molded polyethylene with axes of 6061-T6 1/2" O.D. 11 ga. aluminum tube, with molded-in shapes and figures on cylinders. The one-piece slides and separate canopies shall be constructed of double-wall **Rockite**. The slides shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. The front legs shall be constructed of 1-1/2" **tube**, solid **welded** to 7 ga. **A-60 Galvannealed** mounting brackets and base plates. The rock climber shall be constructed of double-wall **Rockite**, with an overall width of approximately 27-1/2" and an inside width at lowest point of 16". The mounting bracket shall be constructed of drilled and formed 7 ga. **A-60 Galvannealed**. The honeycomb climber shall consist of handrails, a top rung and a climber assembly. The handrails shall be constructed of drilled and formed 1" **pipe**. The climber shall consist of "honeycomb" segments which shall be constructed of **Rockite** with rungs at top and middle of 1" **pipe**. The inner and outer

brackets shall be constructed of 11 ga. **A-60 Galvannealed**. The climber-to-handrail stubs shall be constructed of 1" pipe solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**, drilled. The transfer point shall consist of a platform with step-from-ground and step-to-deck, a "U" shaped handrail, and handrails on either side of step-to-deck. The transfer point and steps shall be single-piece **Rockite**. All handrails shall be 1" pipe. The bottom ends of handrails shall receive stub assemblies of 1-1/16" O.D. x 11 ga. tube solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**. The square roof shall measure 50" square by 18" high and shall be constructed of single-wall **Rockite** with a shingle pattern. The roof shall attach to posts by means of roof brackets constructed of 1/4" x 1-1/2" flat steel in each corner. Bolts shall be zinc plated steel with a clear coating. Washers and other hardware shall be **Fastener Style A**. Deck posts, end caps, slide legs, honeycomb climber rungs and handrails, transfer point handrails, ground anchor plates, and slide handrails shall have a **Mira-Cote** finish. The honeycomb climber inner and outer brackets shall have a **Mira-Therm** finish. **Rockite** components such as panels, decks, slides, canopies, and transfer point platform shall have color molded in.

- **MODEL 1 PLAYSYSTEM WITH FUNSHADE** shall contain a Model 1 playsystem (in-ground or bolt down, one of two color schemes) and a 22' x 27' x 10' high Funshade (one of two color schemes,) described below. The Toddlers' Choice Model 1 playsystems shall contain five decks ranging in height from 2'-0" to 4'-0", two slides with canopies, two climbers, six panels and a transfer point. Most components shall feature molded-in, age-appropriate images such as dinosaurs, vehicles, handprints, etc. Post and leg lengths shall allow 2" for unitary surfacing for bolt down models, and 12" for loose fill surfacing for inground models. Deck posts shall be constructed of 3" square tube with drilled and formed base plates solid welded to bottom ends constructed of 7 ga. **A-60 Galvannealed**. Endcaps of stamped, formed sheet shall be mechanically fastened to top ends. Decks shall be constructed of **Rockite** with a deck top surface area approximately 33" square. Panels and covers shall be constructed of **Rockite** with all corners rounded. The convex bubble shall be vacuum-formed clear polycarbonate sheet, the flat mirror shall be mirror polycarbonate sheet, and the flat window formed of clear polycarbonate sheet. Bubble, window and mirrors shall measure 26-1/2" in diameter. The bubble, window and mirrors shall be attached to the panels using tamper-proof screws and flat washers. The travel panel shall contain cylinders constructed of blow-molded polyethylene with axles of 6061-T6 1/2" O.D. 11 ga. aluminum tube, with molded-in shapes and figures on cylinders. The one-piece slides and separate canopies shall be constructed of double-wall **Rockite**. The slides shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. The front legs shall be constructed of 1-1/2" tube, solid welded to 7 ga. **A-60 Galvannealed** mounting brackets and base plates. The rock climber shall be constructed of double-wall **Rockite**, with an overall width of approximately 27-1/2" and an inside width at lowest point of 16". The mounting bracket shall be constructed of drilled and formed 7 ga. **A-60 Galvannealed**. The honeycomb climber shall consist of handrails, a top rung and a climber assembly. The handrails shall be constructed of drilled and formed 1" pipe. The climber shall consist of "honeycomb" segments which shall be constructed of **Rockite** with rungs at top and middle of 1" pipe. The inner and outer brackets shall be constructed of 11 ga. **A-60 Galvannealed**. The climber-to-handrail stubs

shall be constructed of 1" pipe solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**, drilled. The transfer point shall consist of a platform with step-from-ground and step-to-deck, a "U" shaped handrail, and handrails on either side of step-to-deck. The transfer point and steps shall be single-piece **Rockite**. All handrails shall be 1" pipe. The bottom ends of handrails shall receive stub assemblies of 1-1/16" O.D. x 11 ga. tube solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**. The square roof shall measure 50" square by 18" high and shall be constructed of single-wall **Rockite** with a shingle pattern. The roof shall attach to posts by means of roof brackets constructed of 1/4" x 1-1/2" flat steel in each corner. Bolts shall be zinc plated steel with a clear coating. Washers and other hardware shall be **Fastener Style A**. Deck posts, end caps, slide legs, honeycomb climber rungs and handrails, transfer point handrails, ground anchor plates, and slide handrails shall have a **Mira-Cote** finish. The honeycomb climber inner and outer brackets shall have a **Mira-Therm** finish. **Rockite** components such as panels, decks, slides, canopies, and transfer point platform shall have color molded in.

Funshades shall comprise a tent-like framework and a fabric cover to provide shade and shelter for playgrounds. *Note: Funshades posts must be located beyond play equipment's use zone. All portions of Funshade roof must be located at least 7' above the highest designated play surface of the play equipment. Refer to ASTM F 1487.* The Funshade which accompanies the "MODEL 1 PLAYSYSTEMS WITH FUNSHADES" shall measure 22' x 27' x 10' high. The height specified refers to lowest point of fabric when properly installed. Posts shall be 3.5" OD 11 ga. steel pipe, cold rolled galvanized in accordance to ASTM A-513 Table 9 for wall thickness specifications, with 6" x 6" x 1/4" uplift plates tack welded for direct embedment mounting. The model shall contain four hip beams with elbows of the beam's material solid welded to bottom ends. Hip beams shall be 2.875" 12 ga. steel. The model shall contain a ridge beam assembly consisting of a crosspiece with two "V" shaped inserts welded to each end at a 94 degree angle. The crosspiece shall be 3.5" OD 12 ga. steel, with "V" inserts of 1.9" OD 12 ga. steel. The fabric shall be designed with fail-safe double bound stitch to burst on wind forces in excess of 75 mph so as not to impose additional stress on frame. *Frame and fabric shall not be designed for snow load or ponding thereof.* Fabric shall be constructed of high density polyethylene with ultra violet additives, a monofilament and tape construction, giving fabric stability, and shall be Rachel knitted to ensure material will not unravel when cut. Life expectancy of fabric covers shall be five (5) years continuous exposure to the sun. Burst strength shall be 260 kpa, fabric mass shall be 195 gsm, and tear strength shall be 100 kg (warp), 210 (weft). Thread used shall be UV resistant "TENARA" with life expectancy in full sun of eight (8) years. Stitching shall be double row lock stitched. Fabric covers shall be 80% water-repellent, shall block 90% of UV, and shall provide 88-90% shade. Fire rating, resulting from testing by procedures outlined in ASTM E 84-91a, for fabric shall be: flame spread index - 15 (Class 1) and smoke developed index - 15. The fabric shall be mounted to the frame in the field using a length of vinyl-covered multi-stranded cable (3/16" or 1/4") threaded through fabric and looped around columns. Cable fasteners shall be stainless steel "U"-bolts. All hardware shall be **Fastener Style A**. Posts and beam assemblies shall be powdercoat painted for superior protection against chipping, fading and peeling.

- **MODEL 2 PLAYSYSTEMS** shall contain four decks ranging in height from 2'-0" to 3'-6", two slides with canopies, one climber with canopy, five panels and a transfer point. Most components shall feature molded-in, age-appropriate images such as dinosaurs, vehicles, handprints, etc. Model 2 Playsystems shall be available in two color schemes (natural and primary) and shall be designed for either inground or surface mount installation. Post and leg lengths shall allow 2" for unitary surfacing for bolt down models, and 12" for loose fill surfacing for inground models. Deck posts shall be constructed of 3" square tube with drilled and formed base plates solid welded to bottom ends constructed of 7 ga. **A-60 Galvannealed**. Endcaps of stamped, formed sheet shall be mechanically fastened to top ends. Decks shall be constructed of **Rockite** with a deck top surface area approximately 33" square. Panels and covers shall be constructed of **Rockite** with all corners rounded. The convex bubble shall be vacuum-formed clear polycarbonate sheet, the flat mirror shall be mirror polycarbonate sheet, and the flat window formed of clear polycarbonate sheet. Bubble, window and mirrors shall measure 26-1/2" in diameter. The bubble, window and mirrors shall be attached to the panels using tamper-proof screws and flat washers. The travel panel shall contain cylinders constructed of blow-molded polyethylene with axles of 6061-T6 1/2" O.D. 11 ga. aluminum tube, with molded-in shapes and figures on cylinders. The one-piece slides and separate canopies shall be constructed of double-wall **Rockite**. The slides shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. The front legs shall be constructed of 1-1/2" tube, solid welded to 7 ga. **A-60 Galvannealed** mounting brackets and base plates. The rock climber shall be constructed of double-wall **Rockite**, with an overall width of approximately 27-1/2" and an inside width at lowest point of 16". The mounting bracket shall be constructed of drilled and formed 7 ga. **A-60 Galvannealed**. The transfer point shall consist of a platform with step-from-ground and step-to-deck, a "U" shaped handrail, and handrails on either side of step-to-deck. The transfer point and steps shall be single-piece **Rockite**. All handrails shall be 1" pipe. The bottom ends of handrails shall receive stub assemblies of 1-1/16" O.D. x 11 ga. tube solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**. Bolts shall be zinc plated steel with a clear coating. Washers and other hardware shall be **Fastener Style A**. Deck posts, end caps, slide legs, transfer point handrails, ground anchor plates, and slide handrails shall have a **Mira-Cote** finish. **Rockite** components such as panels, decks, slides, canopies, and transfer point platform shall have color molded in.

- **MODEL 2 PLAYSYSTEM WITH FUNSHADE** shall contain a Model 2 playsystem (in-ground or bolt down, one of two color schemes) and an 18' x 18' x 9' high Funshade (one of two color schemes,) described below. The Toddlers' Choice Model 2 Playsystems shall contain four decks ranging in height from 2'-0" to 3'-6", two slides with canopies, one climber with canopy, five panels and a transfer point. Most components shall feature molded-in, age-appropriate images such as dinosaurs, vehicles, handprints, etc. Post and leg lengths shall allow 2" for unitary surfacing for bolt down models, and 12" for loose fill surfacing for inground models. Deck posts shall be constructed of 3" square tube with drilled and formed base plates solid welded to bottom ends constructed of 7 ga. **A-60 Galvannealed**. Endcaps of stamped, formed sheet shall be mechanically fastened to top ends. Decks shall be constructed of **Rockite** with a deck top surface area approximately 33" square. Panels and covers

shall be constructed of **Rockite** with all corners rounded. The convex bubble shall be vacuum-formed clear polycarbonate sheet, the flat mirror shall be mirror polycarbonate sheet, and the flat window formed of clear polycarbonate sheet. Bubble, window and mirrors shall measure 26-1/2" in diameter. The bubble, window and mirrors shall be attached to the panels using tamper-proof screws and flat washers. The travel panel shall contain cylinders constructed of blow-molded polyethylene with axles of 6061-T6 1/2" O.D. 11 ga. aluminum tube, with molded-in shapes and figures on cylinders. The one-piece slides and separate canopies shall be constructed of double-wall **Rockite**. The slides shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. The front legs shall be constructed of 1-1/2" tube, solid welded to 7 ga. **A-60 Galvannealed** mounting brackets and base plates. The rock climber shall be constructed of double-wall **Rockite**, with an overall width of approximately 27-1/2" and an inside width at lowest point of 18". The mounting bracket shall be constructed of drilled and formed 7 ga. **A-60 Galvannealed**. The transfer point shall consist of a platform with step-from-ground and step-to-deck, a "U" shaped handrail, and handrails on either side of step-to-deck. The transfer point and steps shall be single-piece **Rockite**. All handrails shall be 1" pipe. The bottom ends of handrails shall receive stub assemblies of 1-1/16" O.D. x 11 ga. tube solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**. Bolts shall be zinc plated steel with a clear coating. Washers and other hardware shall be **Fastener Style A**. Deck posts, end caps, slide legs, transfer point handrails, ground anchor plates, and slide handrails shall have a **Mira-Cote** finish. **Rockite** components such as panels, decks, slides, canopies, and transfer point platform shall have color molded in.

Funshades shall comprise a tent-like framework and a fabric cover to provide shade and shelter for playgrounds. *Note: Funshades posts must be located beyond play equipment's use zone. All portions of Funshade roof must be located at least 7" above the highest designated play surface of the play equipment. Refer to ASTM F 1487.* The Funshade which accompanies "MODEL 2 PLAYSYSTEMS WITH FUNSHADES" shall measure 18' x 18' x 9' high. The height specified refers to lowest point of fabric when properly installed. Posts shall be 3.5" OD 11 ga. steel pipe, cold rolled galvanized in accordance to ASTM A-513 Table 9 for wall thickness specifications, with 6" x 6" x 1/4" uplift plates tack welded for direct embedment mounting. The model shall contain four hip beams with elbows of the beam's material solid welded to bottom ends. Hip beams shall be 2.5" OD 11 ga. steel. The model shall contain a ridge beam assembly consisting of a crosspiece with two "V" shaped inserts welded to each end at a 94 degree angle. The crosspiece shall be 2.875" OD 12 ga. steel, with "V" inserts of 2.197" OD 12 ga. steel. The fabric shall be designed with fail-safe double bound stitch to burst on wind forces in excess of 75 mph so as not to impose additional stress on frame. *Frame and fabric shall be not designed for snow load or ponding thereof.* Fabric shall be constructed of high density polyethylene with ultra violet additives, a monofilament and tape construction, giving fabric stability, and shall be Rachel knitted to ensure material will not unravel when cut. Life expectancy of fabric covers shall be five (5) years continuous exposure to the sun. Burst strength shall be 260 kpa, fabric mass shall be 195 gsm, and tear strength shall be 100 kg (warp), 210 (weft.) Thread used shall be UV resistant "TENARA" with life expectancy in full sun of eight (8) years. Stitching shall be double row lock stitched. Fabric

covers shall be 80% water-repellent, shall block 90% of UV, and shall provide 88-90% shade. Fire rating, resulting from testing by procedures outlined in ASTM E 84-91a, for fabric shall be: flame spread index - 15 (Class 1) and smoke developed index - 15. The fabric shall be mounted to the frame in the field using a length of vinyl-covered multi-stranded cable (3/16" or 1/4") threaded through fabric and looped around columns. Cable fasteners shall be stainless steel "U"-bolts. All hardware shall be **Fastener Style A**. Posts and beam assemblies shall be powdercoat painted for superior protection against chipping, fading and peeling.

■ **MODEL 3 PLAYSYSTEMS** shall contain one deck height 2'-0", one ski slide with canopy, one honeycomb climber with top rung, one travel panel, one square tier roof, and a transfer point. Most components shall feature molded-in, age-appropriate images such as dinosaurs, vehicles, handprints, etc. Model 3 Playsystems shall be available in two color schemes (natural and primary) and shall be designed for either inground or surface mount installation. Post and leg lengths shall allow 2" for unitary surfacing for bolt down models and 12" for loose fill surfacing for inground models. Deck posts shall be constructed of 3" square tube with drilled and formed base plates solid welded to bottom ends constructed of 7 ga. **A-60 Galvannealed**. Endcaps of stamped, formed sheet shall be mechanically fastened to top ends. Deck shall be constructed of **Rockite** with a top surface area approximately 33" square. Panels and covers shall be constructed of **Rockite** with all corners rounded. The travel panel shall contain cylinders constructed of blow-molded polyethylene with axles of 6061-T6 1/2" O.D. 11 ga. aluminum tube, with molded-in shapes and figures on cylinders. The one-piece slide and separate canopy shall be constructed of double-wall **Rockite** and shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. The front legs shall be constructed of 1-1/2" tube, solid welded to 7 ga. **A-60 Galvannealed** mounting bracket and base plate. The honeycomb climber shall consist of handrails, a top rung and a climber assembly. The handrails shall be constructed of drilled and formed 1" pipe. The climber shall consist of "honeycomb" segments which shall be constructed of **Rockite** with rungs at top and middle of 1" pipe. The inner and outer brackets shall be constructed of 11 ga. **A-60 Galvannealed**. The climber-to-handrail stubs shall be constructed of 1" pipe solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**, drilled. The transfer point shall consist of a platform with step-from-ground and step-to-deck, a "U" shaped handrail, and handrails on either side of step-to-deck. The transfer point and steps shall be single-piece **Rockite**. All handrails shall be 1" pipe. The bottom ends of handrails shall receive stub assemblies of 1-1/16" O.D. x 11 ga. tube solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**. The square roof shall measure 50" square by 18" high and shall be constructed of single-wall **Rockite** with a shingle pattern. The roof shall attach to posts by means of roof brackets constructed of 1/4" x 1-1/2" flat steel in each corner. Bolts shall be zinc plated steel with a clear coating. Washers and other hardware shall be **Fastener Style A**. Deck posts, end caps, slide legs, honeycomb climber rungs and handrails, transfer point handrails, ground anchor plates, and slide handrails shall have a **Mira-Cote** finish. The honeycomb climber inner and outer brackets shall have a **Mira-Therm** finish. **Rockite** components such as panel, deck, slide, canopy, and transfer point platform shall have color molded in.

■ **MODEL 3 PLAYSYSTEM WITH FUNSHADE** shall contain a Model 3 playsystem (in-ground or bolt down, one of two color schemes) and a 17' x 17' x 8' high Funshade (one of two color schemes,) described below. The Model 3 playsystem shall contain one deck height 2'-0", one ski slide with canopy, one honeycomb climber with top rung, one travel panel, one square tier roof, and a transfer point. Most components shall feature molded-in, age-appropriate images such as dinosaurs, vehicles, handprints, etc. Post and leg lengths shall allow 2" for unitary surfacing for bolt down models and 12" for loose fill surfacing for inground models. Deck posts shall be constructed of 3" square tube with drilled and formed base plates solid welded to bottom ends constructed of 7 ga. **A-60 Galvannealed**. Endcaps of stamped, formed sheet shall be mechanically fastened to top ends. Deck shall be constructed of **Rockite** with a top surface area approximately 33" square. Panels and covers shall be constructed of **Rockite** with all corners rounded. The travel panel shall contain cylinders constructed of blow-molded polyethylene with axles of 6061-T6 1/2" O.D. 11 ga. aluminum tube, with molded-in shapes and figures on cylinders. The one-piece slide and separate canopy shall be constructed of double-wall **Rockite** and shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. The front legs shall be constructed of 1-1/2" tube, solid welded to 7 ga. **A-60 Galvannealed** mounting bracket and base plate. The honeycomb climber shall consist of handrails, a top rung and a climber assembly. The handrails shall be constructed of drilled and formed 1" pipe. The climber shall consist of "honeycomb" segments which shall be constructed of **Rockite** with rungs at top and middle of 1" pipe. The inner and outer brackets shall be constructed of 11 ga. **A-60 Galvannealed**. The climber-to-handrail stubs shall be constructed of 1" pipe solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**, drilled. The transfer point shall consist of a platform with step-from-ground and step-to-deck, a "U" shaped handrail, and handrails on either side of step-to-deck. The transfer point and steps shall be single-piece **Rockite**. All handrails shall be 1" pipe. The bottom ends of handrails shall receive stub assemblies of 1-1/16" O.D. x 11 ga. tube solid welded to ground anchor plates of 7 ga. **A-60 Galvannealed**. The square roof shall measure 50" square by 18" high and shall be constructed of single-wall **Rockite** with a shingle pattern. The roof shall attach to posts by means of roof brackets constructed of 1/4" x 1-1/2" flat steel in each corner. Bolts shall be zinc plated steel with a clear coating. Washers and other hardware shall be **Fastener Style A**. Deck posts, end caps, slide legs, honeycomb climber rungs and handrails, transfer point handrails, ground anchor plates, and slide handrails shall have a **Mira-Cote** finish. The honeycomb climber inner and outer brackets shall have a **Mira-Therm** finish. **Rockite** components such as panel, deck, slide, canopy, and transfer point platform shall have color molded in.

Funshades shall comprise a tent-like framework and a fabric cover to provide shade and shelter for playgrounds. *Note: Funshades posts must be located beyond play equipment's use zone. All portions of Funshade roof must be located at least 7" above the highest designated play surface of the play equipment. Refer to ASTM F 1487.* The Funshade which accompanies "MODEL 3 PLAYSYSTEMS WITH FUNSHADES" shall measure 17' x 17' x 8' high. The height specified refers to lowest point of fabric when properly installed. Posts shall be 2.875" OD 11 ga. steel pipe, cold rolled galvanized in accordance to ASTM A-513 Table 9 for wall thickness specifications, with 6" x 6" x 1/4" uplift plates tack welded for direct

embedment mounting. The model shall contain four hip beams with elbows of the beam's material solid welded to bottom ends. Hip beams shall be 2.5" OD 11 ga. steel. The model shall contain a ridge beam assembly consisting of a crosspiece with two "V" shaped inserts welded to each end at a 94 degree angle. The crosspiece shall be 2.875" OD 12 ga. steel, with "V" inserts of 2.197" OD 12 ga. steel. The fabric shall be designed with fail-safe double bound stitch to burst on wind forces in excess of 75 mph so as not to impose additional stress on frame. *Frame and fabric shall be not designed for snow load or ponding thereof.* Fabric shall be constructed of high density polyethylene with ultra violet additives, a monofilament and tape construction, giving fabric stability, and shall be Rachel knitted to ensure material will not unravel when cut. Life expectancy of fabric covers shall be five (5) years continuous exposure to the sun. Burst strength shall be 260 kpa, fabric mass shall be 195 gsm, and tear strength shall be 100 kg (warp), 210 (weft.) Thread used shall be UV resistant "TENARA" with life expectancy in full sun of eight (8) years. Stitching shall be double row lock stitched. Fabric covers shall be 80% water-repellent, shall block 90% of UV, and shall provide 88-90% shade. Fire rating, resulting from testing by procedures outlined in ASTM E 84-91a, for fabric shall be: flame spread index – 15 (Class 1) and smoke developed index – 15. The fabric shall be mounted to the frame in the field using a length of vinyl-covered multi-stranded cable (3/16" or 1/4") threaded through fabric and looped around columns. Cable fasteners shall be stainless steel "U"-bolts. All hardware shall be **Fastener Style A**. Posts and beam assemblies shall be powdercoat painted for superior protection against chipping, fading and peeling

- **Specification Policy:** Specifications were current at the time of publication. Miracle Recreation Equipment Company has a policy of ongoing product improvement and therefore reserves the right to modify specifications or discontinue products without notice.

• GLOSSARY OF TECHNICAL DATA FOR MATERIALS, PROCESSES AND FINISHES

- **aluminum alloy** conforms to the following: ASTM 356, ANSI 322, Chrysler MS 2417 and General Motors GM 4323-M. Parts or components constructed of aluminum alloy are either *sand cast* or *die cast*. *Sand cast aluminum alloy* is 319 with tensile strength of 27,000 p.s.i. and yield strength of 18,000 p.s.i. *Die cast aluminum alloy* is 383.1 with tensile strength of 45,000 p.s.i. and yield strength of 22,000 p.s.i.

- **3/8" proof coil chain** is hot dipped galvanized with a 2,650 pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

- **4/0 straight link coil chain** is hot dipped galvanized with a 670 pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

- **6/0 straight link coil chain** is hot dipped galvanized with a 1,100 pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

- **PVC coated chain** is a welded chain with links sufficiently wide to allow them to pass one another freely, eliminating the tendency to kink. The links are low carbon zinc plated steel with a polyvinyl chloride coating.

- **Versalok Fasteners (R)** are cast aluminum alloy. Each fastener consists of two die cast aluminum alloy "half ring" pieces, which were designed to fasten onto the round posts by use of a male/female interlock. For 3-1/2" post, outside dimension of the completed fastener (joined "half-rings") is 5". For 5" post, outside dimension of the completed fastener is 6-1/2". *Rungs and components* connect to clamps on posts by means of die cast aluminum alloy, two-piece socket receptors which may be assembled to a previously-installed clamp ring and secured to the clamp and component by set screws (and tek screws in some cases). *Decks* connect to clamps on posts by means of die cast aluminum alloy, one-piece deck support castings. The clamp assembly and socket receptor have a **Mira-Cote** finish. Kids' Choice components with 2" pipe mounting points attach to 5" posts using aluminum alloy sand cast header supports.

- **2-3/8" round end cap** is die formed 16 ga. **A-60 Galvanized**.

- **3-1/2" round end cap** is die cast aluminum alloy.

- **4" square end cap** is die formed 16 ga. **G-90 galvanized** drawing quality special killed steel. This steel conforms to ASTM standards A-525 and A-642.

- **5" round end cap** is die cast aluminum alloy.

- **Fastener Style A** is a corrosion resistant, 18-8, stainless steel, vandal resistant fastener.

- **Fastener Style B** is an all aluminum blind rivet or aluminum drive rivet with stainless steel pin. Both are corrosion resistant and vandal resistant fasteners.

- **fiberglass** components are sprayed-up isophthalic molding resin with fiberglass reinforcements. The resins and fiberglass are tested in accordance with ASTM D-790, D-38-0651 and D-638. All sprayed up fiberglass components have a **Gelcoat** finish which is molded in during the spray up process.

- **Flo-Coat (R)** is a patented triple coat corrosion protection process of Allied Tube and Conduit's Mechanical Tube Division, wherein steel pipe or tube first receives a hot-dipped uniform zinc galvanized coating followed by a conversion coating followed by a clear, high performance organic polymer coating. The interior of the tube has an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding. Flo-Coat processed tube exceeds the test results of galvanized Sch 40 pipe in salt spray tests conducted in accordance with ASTM B-117. The term "Flo-Coat" is a registered trademark of Allied Tube and Conduit, used with permission.

- **GATOR GRIP (TM)** is a three dimensional textured pattern exclusive to Miracle, embossed in steel to a depth of .014" to .017".

- **Gelcoat** is formulated with tough flexible polyester resins containing isophthalic acid and neopentyl glycol for maximum performance. Gelcoat is U.V. light stabilized and is blister resistant after long term exposure to water. Gelcoat meets USAS standard E 124.2 and Canadian standard Can 3-B45-Series-M-81.

- **G-90 galvanized** indicates that a coating of .90 ounces of zinc per square foot has been applied on each surface side.

- **A-60 Galvanized** indicates that a coating of .60 ounces of zinc per square foot alloyed with substrate steel has been applied on each surface side.

- **Mira-Cote (TM)** is a Super Durable formulation of a polyester powder coating finish that is applied to a thickness of 3-5 mil. This finish gives metal parts long term protection from chipping, fading and peeling. Miracle's finishing system washes the metal parts with detergent and etches the metal for optimum adhesion. The part is then rinsed clean with water. Next the part is coated with a non-chromic sealer and dried. The Mira-Cote powder is then applied electrostatically to the metal part. The metal parts are then baked at a high temperature to fuse a hard, smooth durable finish to the metal. Mira-Cote has an impact value of 160 in. lbs., flexibility value of 180 degrees-1/4" mandrel, shore hardness value H and a crosshatch adhesion of 100%. Mira-Cote is tested in accordance with ASTM D-792, D-523, D-2794, D-1737, D-3363, D-3359 (b), B117 and D-2247. Mira-Cote will withstand over a 1,500 hours of salt spray exposure and 1,500 hours of weatherometer testing with minimal loss of gloss and color.

- **Mira-Lene (TM)** is compression-molded, 3/4" thick, high density polyethylene that has been specifically formulated for optimum U.V. stability and color retention. Compression-molded products have a density of .952 g/cm3 per ASTM D1505 and tensile strength of 3900 PSI per ASTM D638.

- **Mira-Lam (TM)** is a laminated panel system of 1/8", 1/4", 1/2", 3/4", 1" or 1-1/4" thick polycarbonate and polyethylene sheet materials. Sheets are clear, tinted or color impregnated with U.V. stabilizers. All graphics are protected from vandalism, scratching and weather by a transparent, overlaid, laminated layer.

- **Mira-Therm 2 (TM)** is a polyvinyl chloride coating applied to a thickness of 1/16" to 1/8". Primed metal parts are heated and then dipped in a vinyl plastisol solution. As the vinyl plastisol is heated, fusion takes place and the liquid is converted into a tough, homogenous mass with excellent abrasion, aging, corrosion and electrical resistance. Mira-Therm 2 contains U.V. light stabilizers, anti-microbial additives and color pigments. Mira-Therm 2 contains no orthophthalates or other banned substances. Mira-Therm 2 is a proprietary brand of PVC. Materials are tested in accordance with ASTM D-638, ASTM D-412, ASTM D-2240 and ASTM D-1004. Mira-Therm 2 meets the FMVSS 302 flammability rating, the requirements of California State Law and the 2008 CPSI Act.

- **Mira-Therm PE** is a non-toxic copolymer polyethylene coating applied to a thickness of 1/16". Mira-Therm PE contains U.V. light stabilizers, anti-microbial additives and color pigments. Mira-Therm PE contains no orthophthalates or other banned substances. Mira-Therm PE is a proprietary brand of

PE coating. Materials are tested in accordance with ASTM D-638, ASTM D-412, ASTM D-2240 and ASTM D-1004. Mira-Therm PE meets the FMVSS 302 flammability rating, the requirements of California State Law and the 2008 CPSI Act.

- **Perma-Guard (TM)** is an acrylic polyurethane, two component ultra-violet radiation inhibited coating. Three U.V. inhibitors and antioxidants work synergistically to provide protection from all climate and environmental conditions. Perma-Guard's hard, smooth surface makes it impact resistant and able to withstand heavy traffic and abuse. Graffiti can be removed with a suitable solvent. For metal parts, Miracle's finishing system washes the metal parts with detergent and etches the metal for optimum adhesion. The part is then rinsed clean with water. Next the part is coated with a non-chromic sealer and dried. Perma-Guard is applied and either air-dried or baked-on in an oven at 180 degrees F to form a hard, smooth, durable finish.

- **pipe sized tube** is 1010 hot rolled, **Flo-Coat**, galvanized pipe manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8.

- **schedule 40 galvanized pipe** consists of a hot dip process of coating the pipe inside and out with not less than 1.6 ounces per square foot with an average of 1.8 ounces per square foot. Schedule 40 pipe conforms to ASTM standards A-53.

- **1" pipe** is **GATOR GRIP** embossed 14 ga., **1" pipe sized tube** (1.315" OD; approx. 1-5/16" OD.)

- **1" pipe, 10 ga.** is 10 ga., **1" pipe sized tube** (1.315" OD; approx. 1-5/16" OD.)

- **1" pipe, 12 ga.** is 12 ga., **1" pipe sized tube** (1.315" OD; approx. 1-5/16" OD.)

- **1-1/4" pipe** is 13 ga., **1-1/4" pipe sized tube** (1.660" OD; approx. 1-11/16" OD.)

- **1-1/4" pipe, 10 ga.** is 10 ga., **1-1/4" pipe sized tube** (1.660" OD; approx. 1-11/16" OD.)

- **1-1/2" pipe** is 13 ga., **1-1/2" pipe sized tube** (1.900" OD; approx. 1-7/8" OD.)

- **2" pipe** is 12 ga., **2" pipe sized tube** (2.375" OD; approx. 2-3/8" OD.)

- **3" pipe** is 5 ga., **3" pipe sized tube** (3.500" OD; 3-1/2" OD.)

- **4" pipe** is 7 ga., **4" pipe sized tube** (4.500" OD; 4-1/2" OD.)

- **1-1/2" heavy pipe** is 10 ga., **1-1/2" pipe sized tube** (1.900" OD; approx. 1-7/8" OD.)

- **3/4" Sch 40 pipe** is 3/4" (.113 wall) **schedule 40 galvanized pipe** (1.050" OD; approx. 1-3/64" OD.)

- **1" Sch 40 pipe** is 1" **schedule 40 galvanized pipe** (1.315" OD; approx. 1-5/16" OD.)

- **1-1/2" Sch 40 pipe** is 1-1/2" **schedule 40 galvanized pipe** (1.875" OD; approx. 1-7/8" OD.)

- **2" Sch 40 pipe** is 2" **schedule 40 galvanized pipe** (2.375" OD; approx. 2-3/8" OD.)

- **2-1/2" Sch 40 pipe** is 2-1/2" **schedule 40 galvanized pipe** (2.875" OD; approx. 2-7/8" OD.)

- **3" Sch 40 pipe** is 3" **schedule 40 galvanized pipe** (3.500" OD; 3-1/2" OD.)

- **3-1/2" Sch 40 pipe** is 3-1/2" **schedule 40 galvanized pipe** (4" OD.)

- **4" Sch 40 pipe** is 4" **schedule 40 galvanized pipe** (4.500" OD; 4-1/2" OD.)

- **5" Sch 40 pipe** is 5" **schedule 40 galvanized pipe** (5.563" OD; approx. 5-9/16" OD.)

- **plastic pipe plugs** are injection molded polypropylene containing U.V. light stabilizers.

- **redwood** is heart B grade and free of heart center. The redwood is graded in accordance with R.I.S. section 123. This grade ensures the material must be 100% heartwood, no open knotholes and knots shall be firmly inter grown and sound. The Redwood Inspection Service (R.I.S.) is the official Redwood Grading Agency sanctioned by the United States Department of Commerce.

- **Rockite (R)** (Rotational Molding Polyethylene) is a low density polyethylene produced from high performance, U.V. stabilized rotational molding grade resins with a comprehensive additive package. These resins are tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness of molded components is 3/16" to 1/4".

- **stainless steel slide bedways** are constructed of 16 ga. 304-2b stainless steel sheet. This stainless is manufactured in accordance with QQ-S-766 Cond. A, ASTM A-167, ASTM A-246 and ASME SA- 240. The bedways have a mill finish.

- **Slashproof Seat** is a flexible flat single strap seat with end attachment points and an exterior surface of blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The slashproof seat is constructed of a 4" wide inner steel insert of type 301 stainless spring steel, 0.020" thick. The slashproof seat is 26" long (excluding mounting triangles) x 5" wide x 5/8" thick at the front and rear leading cushion edges. The rubber molded to the steel core is 70 durometer blue EPDM. At each end, a 16 ga. galvanized steel clip 3" wide is attached by three stainless steel rivets through the clip and seat subassembly. A 3/8" diameter galvanized steel mounting triangle is encompassed by the steel clip at each end of the seat. For Model # 284-74, the lower 30" of the chain is finished in **Mira-Therm**.

- **360 Degree Slashproof Tot Seat** is a flexible seat fabricated into a configuration of a wide strap under and through the bottom, a wide strap running completely around at the top, and two (2) interconnecting straps at the front and rear of the seat for complete enclosure of the small user. The exterior surface is blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to

suspend the swing from a swing frame header. The 360 degree tot seat is constructed of a one piece die cut 0.020" thick, martensitic spring steel insert with 70 durometer blue EPDM rubber, 1/4" thick, molded to the insert. The main seat strap is 5" wide, the back strap is 4" wide, and the front strap is 2" wide. The two (2) places where the straps are interconnected and form the suspension points for the seat are held by a clip and grommet system. The clip is 4" wide 16 ga. galvanized steel. There are two grommets per clip, each of which is 3/4" O.D. by 14 ga. wall galvanized steel tube, flared to securely attach the clip to the seat. The two (2) mounting triangles are secured to the seat by clips and are made from 3/8" steel round stock, formed and galvanized. For Model # 299-74, the lower 30" of the chain is finished in **Mira-Therm**.

- **Therapeutic Swing Seat** is a fiberglass seat molded to form a single piece chair with a red **Gelcoat** finish. A "T" configuration chain assembly attached to the front of the chair encloses the small user. All chain is **4/0 straight link coil chain**. All rubber surfaces are blue EPDM. All exposed metal surfaces are bright zinc plated.

- **round tube** is fabricated of 1010 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.

- **square tube** is fabricated of 1010 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.

- **3-1/2" aluminum tube** is a 3.5" O.D. (.125 wall) aluminum post that receives a five stage oxidation wash prior to painting. This 6005-T5 alloy and temper extruded aluminum tube conforms to ASTM-B-221 and QQ-A-200/8 with yield strength of 35,000 p.s.i. and tensile strength of 38,000 p.s.i.

- **5" aluminum tube** is a 5" O.D. (.125 wall) aluminum post that receives a five stage oxidation wash prior to painting. This 6005-T5 alloy and temper extruded aluminum tube conforms to ASTM-B-221 and QQ-A-200/8 with yield strength of 35,000 p.s.i. and tensile strength of 38,000 p.s.i.

- **3/4" x 1" oval tube** is 15 ga. wall. It is fabricated of 1008 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.

- **1-1/2" square tube** is 16 ga., **1-1/2" square tube**.

- **2" square tube** is 12 ga., **2" square tube**.

- **3" square tube** is 13 ga., **3" square tube**.

- **4" square tube** is 13 ga., **4" square tube**.

- **3/4" tube** is 3/4" OD, 12 ga. **round tube**. It conforms to ASTM A-500.
- **1" tube** is 1" OD, 15 ga. **fluted round tube**. It conforms to ASTM A-500.
- **1-1/4" tube** is 1.315" OD (approx. 1-5/16" OD), 14 ga. **diamond embossed round tube**. It conforms to ASTM A-500.
- **1-3/8" tube** is 1-3/8" OD, 12 ga. **round tube**. It conforms to ASTM A-500.
- **1-1/2" tube** is 1-1/2" OD, 16 ga. **round tube**. It conforms to ASTM A-500.
- **2" tube** is 2" OD, 14 ga. **round tube**. It conforms to ASTM A-500.
- **2-3/8" tube** is 2-3/8" OD, 9 ga. **round tube**. It conforms to ASTM A-500.
- **3-1/4" tube** is 3-1/4" OD, 16 ga. **round tube**. It conforms to ASTM A-500.
- **3-1/2" tube** is 3-1/2" OD, 13 ga. **round tube**. It conforms to ASTM A-500.
- **4" tube** is 4" OD, 7 ga. **round tube**. It conforms to ASTM A-500.
- **4-1/2" tube** is 4-1/2" OD, 7 ga. **round tube**. It conforms to ASTM A-500.
- **4-5/8" tube** is 4-5/8" OD (3/16" wall) **round tube**. It conforms to ASTM A-500.
- **5" tube** is 5" OD, 13 ga. **round tube**. It conforms to ASTM A-500.
- **5" tube, 11 ga.** is 5" OD, 11 ga. **round tube**. It conforms to ASTM A-500.
- **8" tube** is 8" OD, 14 ga. **square tube or round tube**. Round tube conforms to ASTM A-500.
- **welded** refers to welds that are made by certified welders, tested in accordance with AWS D1.1-94, structural welding code specifications for steel. Welds conform to AWS A5.17 ASME SFA-5.17 EML3K and AWS A-5.18ER70S-3 ASME SFA-5.18 ER70s-3 LE332- C and LE-559-L.
- **End of file.**

THE CITY OF MIDLAND

SPECIFICATION

Playground and Recreational Equipment

1. SCOPE

The City of Midland has a need for playground, recreation, and park equipment—as specified (or equivalent in durability and construction for large-scale use in public parks):

1. Fifty-five (55) benches:
 - a. Steel frame
 - b. Benches should be at least 6' in length
 - c. Benches should include a back
 - d. Benches must be surface mounted
 - e. PVC coated punched steel, minimum 11 gauge, with color options or alternate durable surface covering with color options. Frame is steel tubing with baked on polyester powder coat finish. Hardware must be non-corrosive and painted to match.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of the park benches as an optional item; do NOT include this cost in the total price of the proposal.
2. Twenty-five (25) picnic tables:
 - a. Steel frame
 - b. Picnic tables should be at least 6' in length
 - c. Picnic tables must be a concrete-base mount
 - d. Picnic tables should be ADA accessible
 - e. PVC coated punched steel, minimum 11 gauge, with color options or alternate durable surface covering with color options. Frame is steel tubing with baked on polyester powder coat finish. Hardware must be non-corrosive and painted to match.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of the picnic tables as an optional item; do NOT include this cost in the total price of the proposal.
3. Twelve (12) picnic tables:
 - a. Steel frame
 - b. Picnic tables should be at least 12' in length
 - c. Picnic tables must be a concrete-base mount
 - d. Picnic tables should be ADA accessible
 - e. PVC coated punched steel, minimum 11 gauge, with color options or alternate durable surface covering with color options. Frame is steel tubing with baked on polyester powder coat finish. Hardware must be non-corrosive and painted to match.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of

the picnic tables as an optional item; do NOT include this cost in the total price of the proposal.

4. Fifteen (15) Small Barbecue Pits
 - a. At least 18" x 24", steel frame, vandal resistant grill—including post-mount
 - b. Vandal resistant and adjustable grate, allowing at least three levels of height
 - c. Concrete-based mount
 - d. Black surface
 - e. Swivel and locking device on post that allows the grill to rotate 360° for wind draft control, but will not allow vandals to remove grill from pedestal.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of the barbecue pits as an optional item; do NOT include this cost in the total price of the proposal.
5. Four (4) Large Barbecue Pits
 - a. At least 18" x 36", steel frame, vandal resistant grill—including post-mount
 - b. Vandal resistant and adjustable grate, allowing at least three levels of height
 - c. Concrete-based mount
 - d. Black surface
 - e. Swivel and locking device on post that allows the grill to rotate 360° for wind draft control, but will not allow vandals to remove grill from pedestal.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of the barbecue pits as an optional item; do NOT include this cost in the total price of the proposal.
6. One Octagon Gazebo
 - a. Gazebo will be located at Wadley-Barron Park, 1001 N. "A" Street (southeast area of the park).
 - b. Gabled Octagon design with railing on 6 sides and cupola.
 - c. Each side is seven feet (7') long.
 - d. Eave height may range from seven feet six inches to eight feet (7'6" – 8').
 - e. Frame must be powder coated steel with color options.
 - f. Multirib 24 gauge galvanized steel roof (or better). Roofing must withstand strong gusts of winds as well as sustained wind speeds of 14 miles per hour.
 - g. Bidders who have the capacity to offer installation may submit a quote for installation of the Gazebo as an optional item; do NOT include this cost in the total price of the proposal. Include drilled piers, installation of frame, and installation of metal roof.
 - h. City to remove existing Gazebo.
 - i. Permits, if installation is purchased, are the responsibility of the contractor.
 - j. Colors will be selected after award. A color selection chart/guides should be included with the bid.
 - k. See Section 4.1 and 4.3 for additional specifications.
7. One Hexagon Picnic Area Cover:
 - a. Cover will be located at Garrett-Brown Park located at 300 S. Holly (adjacent to playground).
 - b. Gabled hexagon design.
 - c. Each side is eleven feet (11') long.
 - d. Eave height may range from seven feet six inches to eight feet (7'6" – 8').
 - e. Frame must be powder coated steel with color options.
 - f. Multirib 24 gauge galvanized roof (or better). Roofing must withstand strong gusts of winds as well as sustained wind speeds of 14 miles per hour.
 - g. Bidders who have the capacity to offer installation may submit a quote for installation of the Picnic Area Cover as an optional item; do NOT include this cost in the total price of the

- proposal. Include drilled piers, installation of frame, and installation of metal roof.
 - h. Structure will replace existing Picnic Area Cover, which will be removed by City of Midland.
 - i. Permits, if installation is purchased, are the responsibility of the contractor.
 - j. Colors will be selected after award. A color selection chart/guides should be included with the bid.
 - k. See Section 4.1 and 4.3 for additional specifications.
8. Six (6) unique playgrounds to replace existing structures as follows:
- a. Cowden Park located at 1100 Ward Street. This site has approximately 5150 square feet of playground space. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.
 - b. Dunagan Park located at 600 E. Gist Ave. This site has a 30' x 30' existing play area that will be removed and replaced by City of Midland pending the selection of the playground design for this location. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.
 - c. Garrett-Brown Park located at 300 S. Holly Drive. This site has approximately 2200 square feet of playground space. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.
 - d. Hidalgo Park located at 1401 Orchard Lane. This site has 3 existing play areas. Area "A" measures 28' x 37'-2", approximately 1040 square feet of playground space. Area "A" should be designed for ages 2-5. Area "B" measures roughly 40' x 48'-6", approximately 1940 square feet of playground space. Area "B" should be designed for ages 5-12. Area "C" measures 55' x 23' and will be the location for swings. City of Midland will expand Area "C" to meet requirements for swings.
 - e. Hill Park located at 1301 W. Cuthbert. This site has approximately 4750 square feet of playground space and measures approximately 50' x 95'. The larger space should include a climbing apparatus for older users. A second play area will replace existing swings, and it will measure approximately 900 square feet, roughly 30' x 30'. This area should be designed primarily for toddlers, and include a minimum of 2 tot swings. All surfaces at Hill Park should be wood fiber mulch.
 - f. C.J. Kelly Park located at 5500 League Drive. This site has approximately 3685 square feet of playground space, measuring roughly 55' x 67'. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.

PLAYGROUND DESIGN ELEMENTS:

- i. Bids should include the installation of a resilient surface-material to cover entire playground footprint according to measurements above, unless an alternate recommendation is made to adjust the footprint. The City favors the use of artificial turf under play structures and wood fiber mulch in all swing areas. Hill Park should utilize wood fiber mulch in the playground area.
- ii. Design should focus on minimizing the opportunity for vandalism—including graffiti and extreme heat (matches, lighters etc). In addition, all playgrounds should have ADA accessible features (meeting the 2010 ADA Standards for Accessible Design, published Sept. 15, 2010 by the Department of Justice) to ensure play for a wide range of abilities.

- iii. Each playground design should be unique and non-repetitive from site to site. The City strives to expand the variety of play experiences throughout the community and seeks to encourage cross-utilization of its parks. It is not necessarily favorable to put a single play structure in each area.
- iv. Due to the climate in Midland Texas, play structures that incorporate some type of shade elements will be given favorable consideration.
- v. Each playground, at a minimum, should accommodate ages 5 through 12. Accommodations for toddlers are required at Hill and Hidalgo parks and will be favored in the larger playgrounds.
- vi. Each park that has a "Swing Area" should have, at a minimum, two bays of swings, with 1 bay being toddler swings. Note that some swing areas are not yet constructed, but will be built prior to installation by City of Midland forces.
- vii. All removal of existing equipment will be completed by City of Midland forces prior to scheduled installation of new equipment.
- viii. Graphic images of proposed playgrounds may be submitted in conjunction with the bids. Presentations may be requested during the selection process.
- ix. See Section 4, **REQUIREMENTS** for additional playground specifications.

4. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his or her bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or black ink if completed by hand or typewriter. A separate sheet may be used as long as each item is identified and the sheet(s) are signed.

Requirement	Vendor Comment
4.2. <u>PLAYGROUND MATERIALS:</u>	
4.2.1. The cost of each item shall include all freight charges for that item.	
4.2.2. All equipment shall conform to applicable safety standards and dimensions.	
4.2.3. Playground materials should include a percentage of both pre-consumer and post-consumer recycled content.	
4.2.4. Playground components (where applicable) must be IPEMA Certified.	
4.2.5. The system shall meet or exceed the Texas Accessibility Standards of the Texas Architectural Barriers Act and the standards as required under the Americans with Disabilities Act. Playground layout must comply with ASTM 1487.	
4.2.6. All materials shall be structurally sound and suitable for safe play, low maintenance and long life.	

- 4.2.7. Frame shall be of metal construction with powder coat finish (unless made of an approved alternate surface).
- 4.2.8. Decks shall be plastic coated expanded metal (or better).
- 4.2.9. All equipment shall conform to applicable safety standards including CPSC Guidelines.
- 4.2.10. Slides shall be polyethylene material (or better). Metal slides will not be accepted.
- 4.2.11. Colors will be selected after award. A color selection chart/guides should be included with the bid.
- 4.2.12. The cost summary shall include the total system cost with a breakdown of each item with its individual cost. Please provide the individual cost with freight as a stand-alone cost. This is to provide costs for adding or deleting equipment from the system if necessary.
- 4.2.13 Chain Climbers are NOT allowed.

4.3. PLAYGROUND/PAVILION SITE PREPARATION AND INSTALLATION:

- 4.3.1 Installation costs for equipment and ground-surface shall be included in bid.
- 4.3.2 Site preparation costs shall be included in bid.
- 4.3.3 Bid shall include removal and disposal of all packing materials and related debris during installation.
- 4.3.4 Security fencing shall be provided by City of Midland to enclose the project area during installation.

4.4 IMPACT ABSORBENT ACCESSIBLE SURFACING MATERIAL FOR PLAYGROUND:

- 4.4.1 Ground surfacing materials must comply with ASTM 1951 "Accessibility of Surface Systems Under and Around Playground Equipment", as well as ASTM 1292 "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment."

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____ of the City of _____ County of _____,
and State of _____ as Principal, and _____

_____ (hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS, (\$ _____), for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS

§
§
§

SURETY'S NO. _____

COUNTY OF MIDLAND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Oblige), 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 Oblige, dated the _____ day of _____, 20____, to furnish and deliver the following equipment:

SPECIFICALLY including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principals primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications,

instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

EXHIBIT "D"

PREVAILING WAGE RATE SCHEDULE BUILDING CONSTRUCTION TRADES as of July 24, 2009 Attorney General, General Decision TX20080297

<u>Classification</u>	<u>Rate/hr</u>	<u>Fringes</u>
Acoustical Installers	\$ 11.18	
Boilermaker	\$ 26.02	\$ 13.66
Bricklayers	\$ 18.00	
Carpenters (Including Metal Stud Installation and Drywall Hanging)	\$ 15.17	
Cement Mason/ Concrete Finisher	\$ 13.89	
Drywall Hangers	\$ 11.08	
Electrician	\$ 13.63	\$ 1.25
Elevator Mechanics	\$ 32.66	18.285+a
Forklift Operator	\$ 22.70	\$ 9.35
HVAC mechanic (set unit only)	\$ 10.00	
Ironworkers (reinforcing)	\$ 20.90	\$ 4.60
Ironworkers (structural)	\$ 10.84	
Laborers, Common or General	\$ 8.67	
Laborer, Mason Tender - Brick	\$ 9.13	
Operator, Backhoe/ Excavator	\$ 13.81	
Operator, Blade/ Grader	\$ 12.97	
Operator, Front End Loader	\$ 12.23	
Painter (Including Drywall Finishing)	\$ 15.81	\$ 4.56
Plasterer	\$ 14.00	
Plumber (Including HVAC Work)	\$ 19.20	\$ 6.55
Roofer	\$ 12.06	
Sheet Metal Worker (Including HVAC Work)	\$ 10.00	
Sprinkler Fitters	\$ 12.00	
Tile Setter	\$ 8.50	
Truck Driver	\$ 10.15	
Welders	*	

*Welders receive the rate prescribed for the craft performing the operation to which welding is incidental.

a under 5 years employment, 6% of BHR, over 5 years employment, 8%BHR.

Paid Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Labor Day, Thanksgiving Day, The Friday after thanksgiving and Christmas Day.

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

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.

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.



THE CITY OF MIDLAND

CONTRACT

Contract No.7714-14-2

THIS CONTRACT, effective the 21st day of May, 2014, by and between the City of Midland, hereinafter referred to as the "City", and Site Source, Inc., hereinafter referred to as the "Contractor", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 57,428.00 DOLLARS
2. **Scope of Work:** The Contractor shall perform all work described for labor, material, equipment and supervision necessary to purchase and install Item 6 for two (2) Octagon Gazebos (\$40,164.00) and Item 7 for one (1) Hexagon picnic shelter (\$17,264.00) listed in the proposal in Exhibit A for parks in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B..... Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more
EXHIBIT D..... Wage Scale
3. **City:** The words "City's Representative" or "representative" shall mean Tina Jauz or her 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 the City to act in any particular capacity under this Contract.
4. **The City's Representative** may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for the Contractor's failure to perform the

work in accordance with the contract.

5. **Contractor:** Unless otherwise stipulated, the Contractor 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. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. The Contractor 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 the Contractor'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. The Contractor 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 the City to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications.

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

7. **Safety:** The Contractor 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: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'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 CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8.1. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE CITY, THE CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE 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 CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8.2. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE 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, 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 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 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 CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** The Contractor 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 120 calendar days after release to proceed.

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

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve the Contractor 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. The City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** The 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 the Contractor to make payments promptly to subcontractors or for material or labor which the City may pay as an agent for the Contractor; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or the Contractor provides a surety bond satisfactory to the City, which will protect the City in the amount withheld, payment shall 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 the City of any kind whatsoever.

14. **Wage Scale:** The Contractor 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** - The City and Contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by the Contractor, including all Change Orders altering the original scope and amount of said 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 shall thereafter issue payment to the 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 the 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 the Contractor,

however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by the Contractor and approved by the City. For contracts exceeding \$25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third Party Beneficiary:** 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.

18. **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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE 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 CITY AND THE CONTRACTOR. THIS

SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

19. **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.

20. **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

Worker's Compensation: Statutory limits

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

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. 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.

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 Worker's 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.

21. **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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, 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 WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES**

CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

24. **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 City; 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 respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City 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 City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. 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 City does not have the power to direct the order in which the work is done. The City 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.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, 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 Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the

amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, 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 the City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Contract are reasonable.

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

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

Contract No: 7714-14-2

City of Midland

CONTRACTOR

Courtney B. Sharp, City Manager

APPROVED ONLY AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

Contractor Corporate Acknowledgment: Contract: Contract No.7714-14-2

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

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

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

Notary Public, State of Texas



CITY OF MIDLAND
PURCHASING DIVISION
BID REQUEST

DATE:

PAGE:

(THIS IS NOT AN ORDER)

BID NO: 7714-14

OPENING TIME: 11:00 AM

CLOSING DATE: 4-16-14

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N. Loraine St., Suite 330, Midland, TX
UNTIL 11:00 A.M. FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED
TO:

Parks & Recreation, 2300 Butternut Lane, Midland, Texas

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
#6	1	1	Playground and Recreational Equipment in accordance with the attached proposal, specifications, and contract.	13,932	13,932
#7	1	1		11,364	11,364
				TOTAL	25,296

NOTICE TO BIDDERS:

- FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
- BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES THAT THE BID MAY BE FAXED OR E-MAILED**, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
- 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 REQUIREMENTS OF PARAGRAPH 3, 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.

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

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

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

COMPANY NAME: <u>Site Source Inc</u> ADDRESS: <u>1812 Kipling Dr.</u> CITY: <u>Flower Mound</u> ST: <u>TX</u> ZIP: <u>75022</u> PHONE NO. <u>972-539-4024</u> FAX NO. <u>972-539-0520</u> EMAIL: <u>sitesource@txrr.com</u>	CASH DISCOUNT: <u>N/A</u> % _____ DAYS DELIVERY CAN BE MADE <u>7.9 weeks</u> AUTHORIZED SIGNATURE <u>Kim Neal</u>
---	---

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

Exhibit "A"

Site Source Inc.

P.O. Box 270190
 Flower Mound, TX 75027
 972-539-4024
 972-539-0520 (fax)

Quotation

Date	Estimate #
4/10/2014	287

Name / Address
City of Midland Bid 7714-14

Estimated Shipping	Terms	Validity	Rep	Project
7-9 weeks	Net 30	90 days	KN	Bid 7714-14

Item	Description	Qty	Unit Price	Total
Oregon	Item #6- Wadley-Barron Park Oregon Model by Classic Recreation Systems, 18', HR-36 Roof, 4:12 Roof Pitch, 7'6" Eave Height, 24 Ga Fascia Trim, 8 Columns, Surface Mount, TGIC Poly Powder Coat w/Zinc Rich Primer, Cupola w/Louvers Ornamentation, Railings on (6) Sides. Texas Engineer Stamp. Delivered, Option for Installation for Above Pavilion- Would include off-load, epoxy anchor bolts, assembly of the structure and clean up. It would not include any concrete work, electrical or masonry work. \$6,700	1	13,932.00	13,932.00T
Charleston	Item #7- Garrett-Brown Park Charleston Model by Classic Recreation Systems, 22', HR-36 Roof, 4:12 Roof Pitch, 7'6" Eave Height, 24 Ga Fascia Trim, 6 Columns, Surface Mount, TGIC Poly Powder Coat w/Zinc Rich Primer, Texas Engineer Stamp, Delivered. Option for Installation for Above Pavilion- Would include off-load, epoxy anchor bolts, assembly of the structure and clean up. It would not include any concrete work, electrical or masonry work. \$5,900 *Note- if both pavilions are ordered, deduct \$1,100 for freight from total.	1	11,364.00	11,364.00T

HUB Certification
 #1264226952100

Sales Tax (0.0%) \$0.00

Total \$25,296.00



Site Source Inc.
Contractor's Name

PROPOSAL Bid #7714-14

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, 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 materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Item	Qty	Unit	Description	Unit Cost	Total Cost
1	55	ea	6' Park Benches w/backs (Surface Mount)	\$	\$
			Brand Name		
			Delivery		
2	25	ea	6' Picnic Tables (concrete base mount)	\$	\$
			Brand Name		
			Delivery		
3	12	ea	12' Picnic Tables (concrete base mount)	\$	\$
			Brand Name		
			Delivery		
4	15	ea	18" x 24" min BBQ Pits (post mount)	\$	\$
			Brand Name		
			Delivery		
5	4	ea	18" x 36" min BBQ Pits (post mount)	\$	\$
			Brand Name		
			Delivery		
6	1	ea	Octagon Gazebo (gable roof w/rails & cupola)	\$ 13,932	\$ 13,932
			Brand Name <i>Classic Recreation Systems</i>		
			Delivery <i>7-9 weeks</i>		
7	1	ea	Hexagon Picnic Shelter (gable roof)	\$ 11,364	\$ 11,364
			Brand Name <i>Classic Recreation Systems</i>		
			Delivery <i>7-9 weeks</i>		
8	6	ea	Playground renovations to include equipment & surface installation as specified.	\$	\$
			Brand Name		
			Delivery		
9	8	ea	2 Bay swings with surface mulch as specified	\$	\$
			Brand Name		
			Delivery		
			Total Cost		\$

Bidders who have the capacity to offer installation may submit a bid for installation of items requiring installation. Installation is an alternate bid and may not be part of the total purchase unless otherwise stated.

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 and he further agrees to commence work within ten (10) days

S:\Purch PDF\ProcFid\FY2014\7714-14 47881 0090 Recreational equipment for parks\RFBI\7714-14 Proposal.doc
REVISED: March 28, 2014

after the date of written notice to do so and to substantially complete same no later than September 25, 2012 (with the exception of the six playgrounds and the Hogan park pavilion project—which must be finished by December 2012).

VENDOR CONTACT:

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

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

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

AWARD

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

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, 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.

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

- 1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**
- 2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR**
- 4. AWARD OF THE CONTRACT.**

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

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

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

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

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.

<u>Site Source Inc</u>	<u>Kim Neal</u>	<u>912-539-4024</u>
Bidder	Authorized Signature	Telephone
<u>1812 Kipling Dr. Flower Mound, TX</u>	<u>Kim Neal</u>	<u>912-539-8520</u>
Address, City and State	Please Print above Name	Fax

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

☒ **PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision, including a waiver of subrogation as stated in the contract)**

☐ **5% BID BOND FOR CONTRACTS IN AMOUNTS OF \$50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).* THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF \$50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.**

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**



OREGON MODEL

18'

SPECIFICATIONS

Dimensions:

Roof Dimensions, point to point	18'-0"
Column Dimensions (center to center)	15'-0"
Eave Height	7'-6"
Roof Height @ Peak	±11'-5"
Hip Roof	4:12 pitch
Square Feet Under Roof	229

Columns shall be 7"x 7" steel tube, minimum .188 min. wall thickness.

All beams shall be structural steel tube sized according to engineering.

All bolts shall be A-307 or A-325 and hidden at all connections.

Roofing shall be 24 gauge HR-36 steel pre-cut and pre-finished with ribs running with the slope of the roof.

Trim shall be 24 gauge pre-finished to match roofing.

Fascia trim shall be 3½"x 3½", 24 gauge.

Cupola shall be screw on type.

Open or welded "C" channel, "I" beams, "S" or "Z" purlins or angle iron shall not be allowed.

Standard railing shall be on (6) sides shall consist of:

Top rail – 2"x1½"x.083

Second rail – 1¼"x1¼"x.065

Bottom rail – 1¼"x1¼"x.065

Pickets – 5/8"x5/8"x.063 spaced 10" O.C. & 5" O.C.

11875 East Berry Drive -Dewey, AZ 86327

Ph: (928) 775-3307 Fax: (928) 772-0858

info@classicrecreation.com

www.classicrecreation.com



STANDARD SPECIFICATIONS
w/ ZINC RICH PRIMER & TGIC POWDER COAT PAINT

GENERAL:

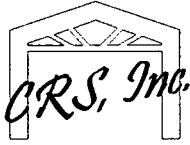
1. All structures shall be designed and fabricated to the IBC (Latest Edition) or current local building code with standard load designs of the greater value of 40# per S.F. minimum live load and 100 mph sustained wind load or site specific conditions and the applicable zone for seismic loads.
2. All members shall be designed according to the "American Institute of Steel Construction (AISC) specifications and the American Iron and Steel Institute (AISI) specifications for cold-formed members.
3. All fabrication welds shall be in strict accordance with the structural welding code of the American Welding Society (AWS) specifications. All structural welds shall be in compliance with the requirements of "Pre-qualified" welded joints. All welding shall conform to ASTM A-233 series E-70XX electrodes - low hydrogen.
Field welding shall not be required.
4. When required, after award of bid, the shade structure manufacturer shall submit structural calculations, sealed by a registered engineer in the state in which the structure is to be erected for review and approval by the approving agency.
5. Manufacturer qualifications: All manufacturers shall have a minimum of (20) twenty years experience in the fabrication of tubular steel shade structures. Shade structure and kiosk fabrication shall be the manufacturer's primary business. Manufacturer shall have fabricated similar structures to that which is specified. All non-specified manufacturers shall submit complete shop drawings indicating type, size & gauge of material used, with detailed connections to the specifying agency or design firm at least 10 days prior to bid opening for review and written pre-approval. All bids submitted without prior approval will be rejected.

FOOTINGS & COLUMNS:

1. Footings shall be structurally engineered by the structure manufacturer to meet local codes and site conditions. (Sample footing drawings shall be made available to the contractor or owner from the manufacturer). When required for structure installation, anchor bolts shall be supplied by the owner / contractor. Columns shall be ASTM 500 grade B. Concrete footing rebar (if required) shall be ASTM A-615 grade 40 #4 bars & smaller, grade 60 #5 bars & larger. Concrete shall be 5 sack mix "Portland" cement. Maximum slump shall not exceed 4". Concrete compressive strength shall be a minimum of 2500 psi @ 28 days.

FRAME MEMBERS AND COMPRESSION RING:

1. Only American (domestic) made steel shall be used in the construction of this shelter.



Mill certification shall be available upon request. All frame members shall be one piece hollow steel shape (HSS) tube with a minimum .120 (1/8") wall thickness, sized according to engineering. All frame members shall be bolted together with bolts totally concealed. Compression rings shall be fabricated from hollow steel shape tube or flat plate steel and shall have all connections concealed from view. All tubing for frame members shall be ASTM 500 grade B. Beam end plates shall be ASTM A36 $f_y=36,000$ psi UNO. Bolts shall be A 325's unless noted otherwise in the structural engineering calculations. "I" beams, Angle iron, "C", "Z" or "S" purlins or beams, open or closed, shall not be allowed.

ROOFING:

1. All roofing shall be 24 gauge Zincalume / Galvalume coated steel panels, ICBO #ER-2757. "HR-36" panels shall be 36" wide with 1½" high ribs @ 7.2" o.c. All roofing shall be pre-finished with PVF2 (Polyvinylidene Fluoride) Kynar 500 on the top side. Roof fascia trim shall be 3½"x 3½" square 24 gauge. Cupola fascia trim shall be 1½" 24 gauge Zincalume / Galvalume coated pre-finished matching the roof color Screws & rivets shall match roof color. No exceptions taken for roof type. All roof panels shall be pre-cut with ribs running with the slope of the roof.

PAINT:

1. All frame members shall be media blasted to a white finish removing all rust, scale, oil and grease. Powder coat all frame members with zinc rich primer, (min. 2.5-3 mil) and TGIC polyester, (min. 2.5-3 mil for a total minimum thickness of 5-6 mils. Finish shall be a smooth uniform surface with no pits, runs or sags.

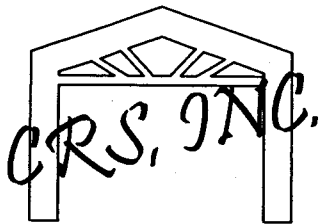
ERECTION:

1. Manufacturer shall supply complete layout and detail plans with installation instructions for the structure. The structure shall be erected in a work-man-like manner with framing, roofing and trim installed according to the manufacturers' installation instructions. Care shall be taken to avoid damaging the structure during installation. Components of the structure shall be covered and kept dry prior to erection.

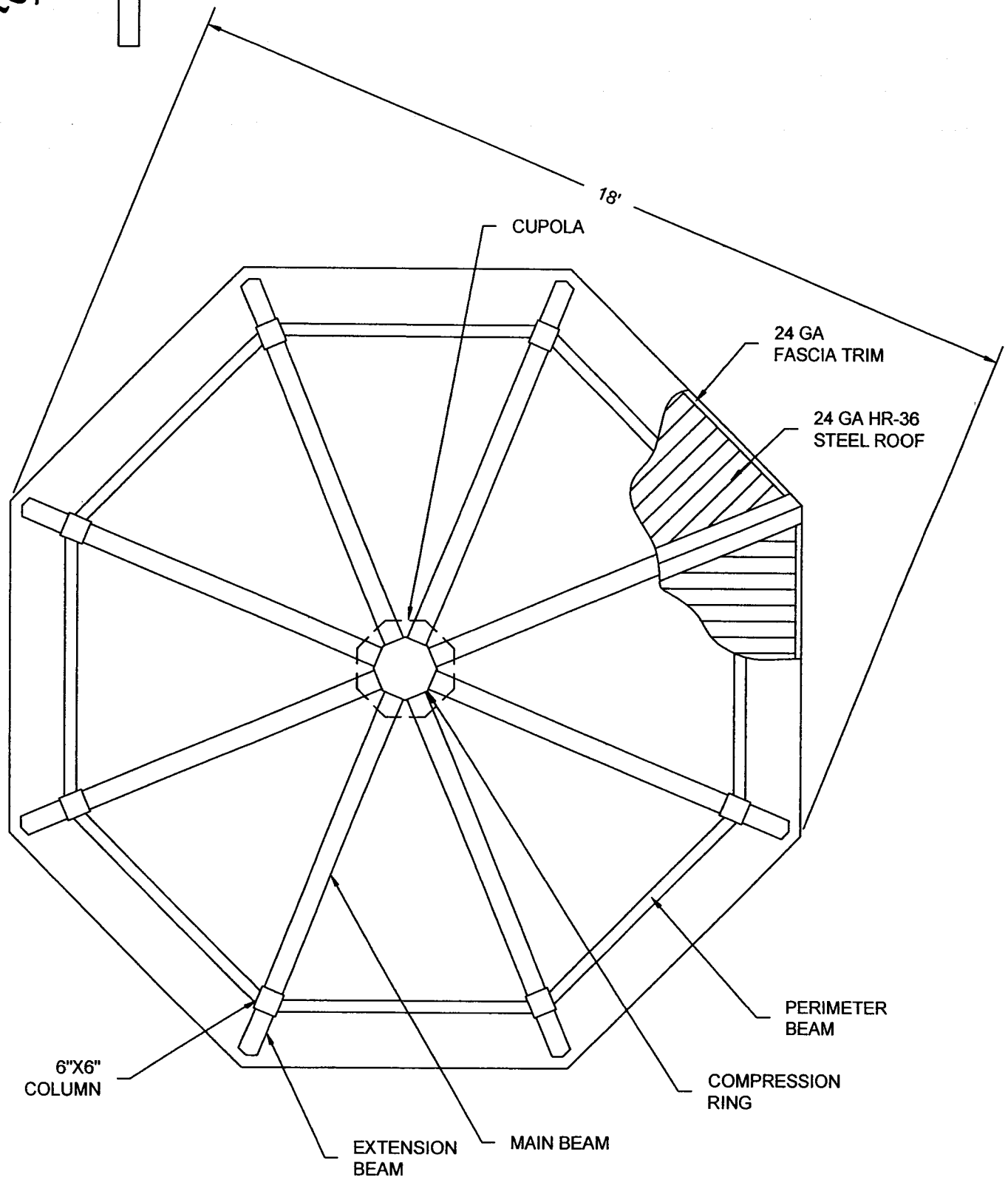
WARRANTEE:

1. Manufacturer shall warranty the structure to be free from defects in material and workmanship for a period of (10) ten years from date of acceptance by owner. Warranty does not include damage from theft, fire, vandalism or acts of God. Manufacturer shall repair or replace structure components of like kind at his option, to match existing material and workmanship. Steel roof finish shall be warranted for (30) thirty years under a separate roof manufacturer's warranty. Powder coat paint shall be warranted for (5) five years after acceptance from owner against peeling, flaking and rusting. Warranty does not cover damage caused from shipping, erection of structure, lack of touchup and maintenance, overspray from lawn sprinklers or vandalism. Bolt threads are not powder coated and therefore are not covered under the powder coat warranty.

NOTE: Engineering specifications take precedence over drawings if differences occur.

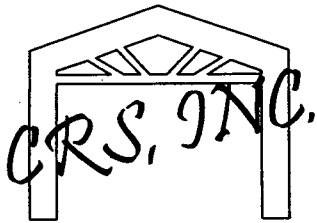


NOT FOR CONSTRUCTION

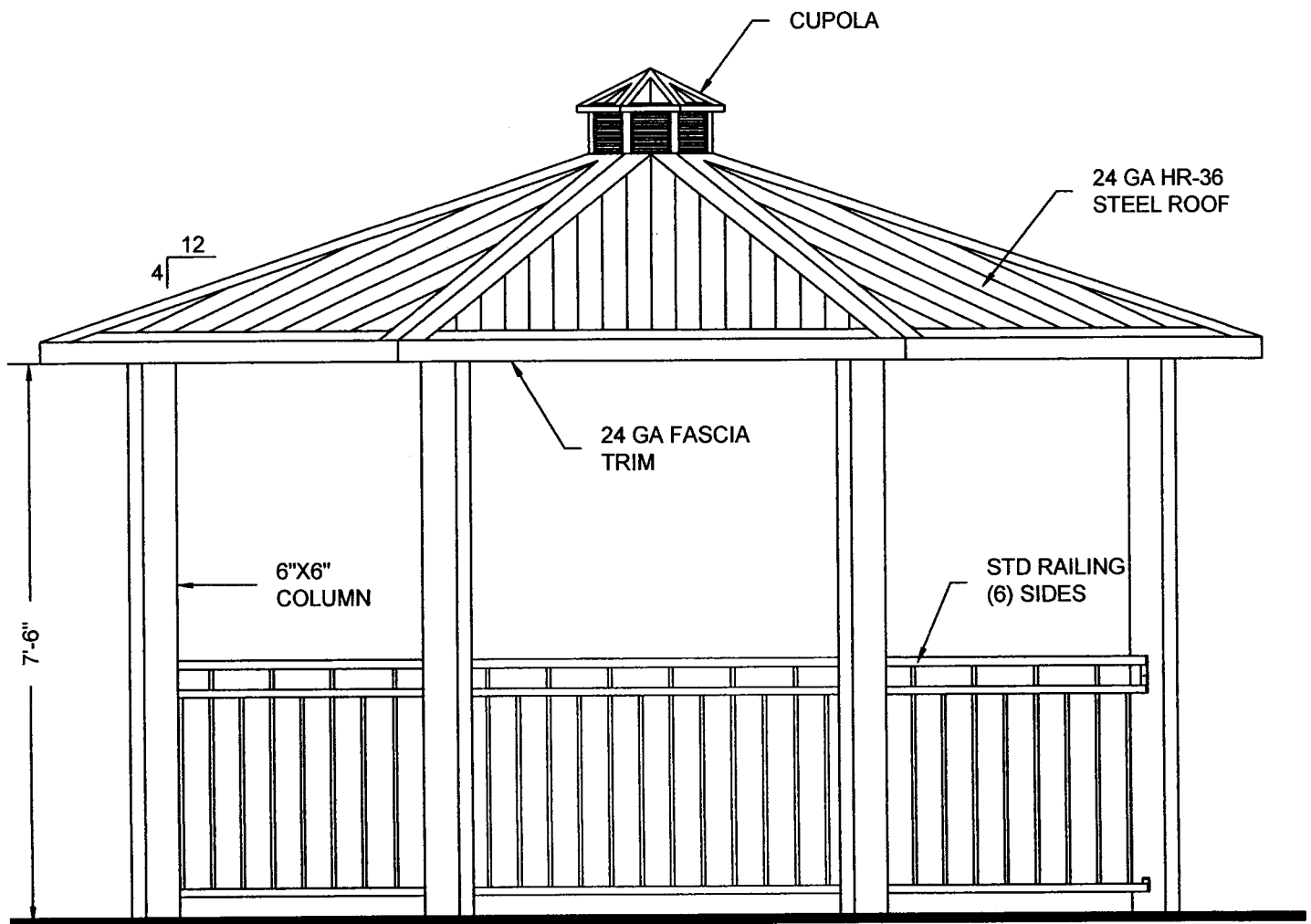


PLAN VIEW 18' OREGON MODEL

NTS

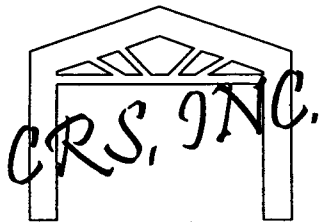


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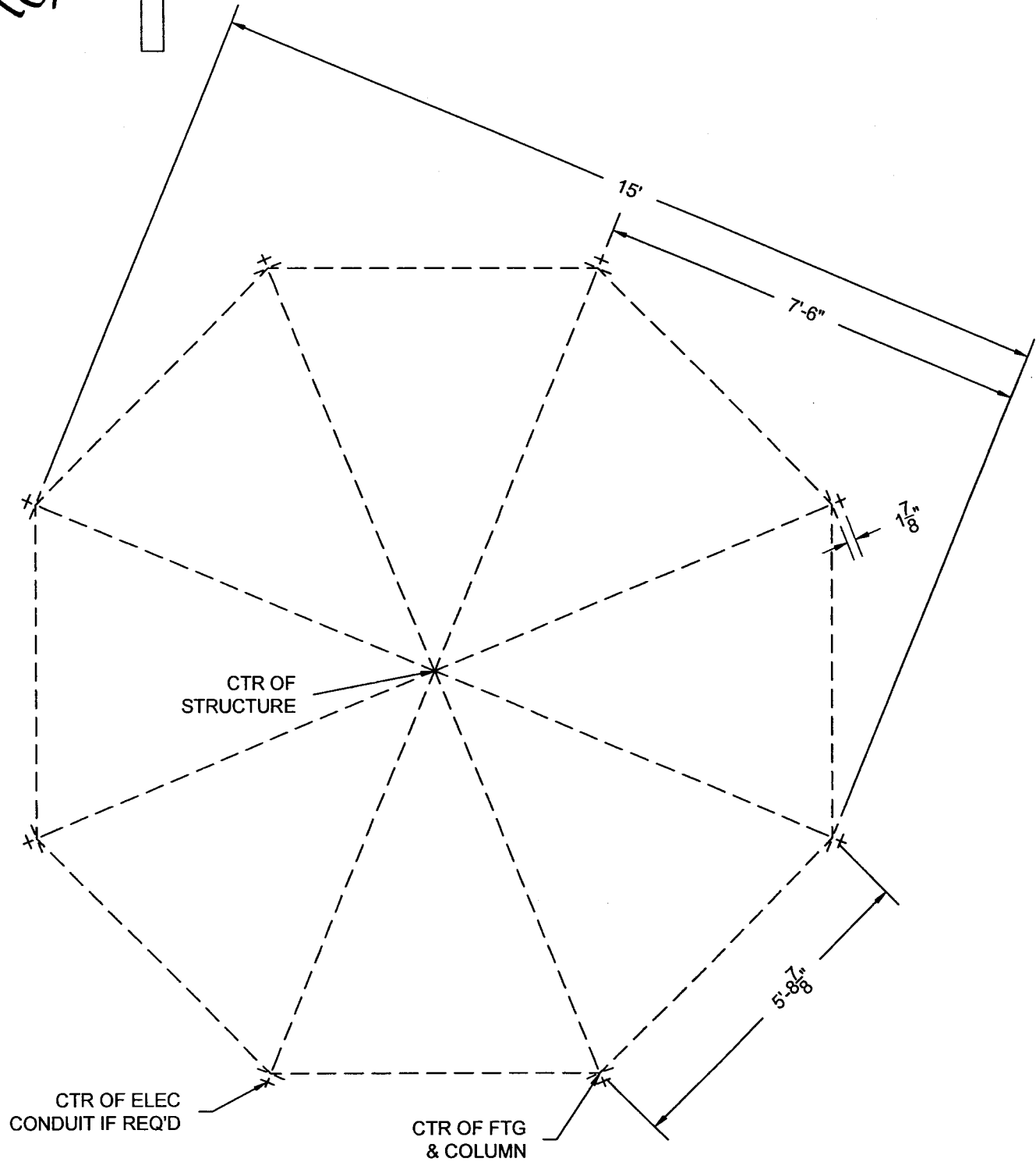


ELEVATION 18' OREGON MODEL

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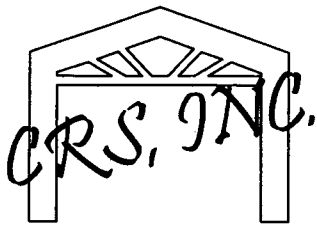


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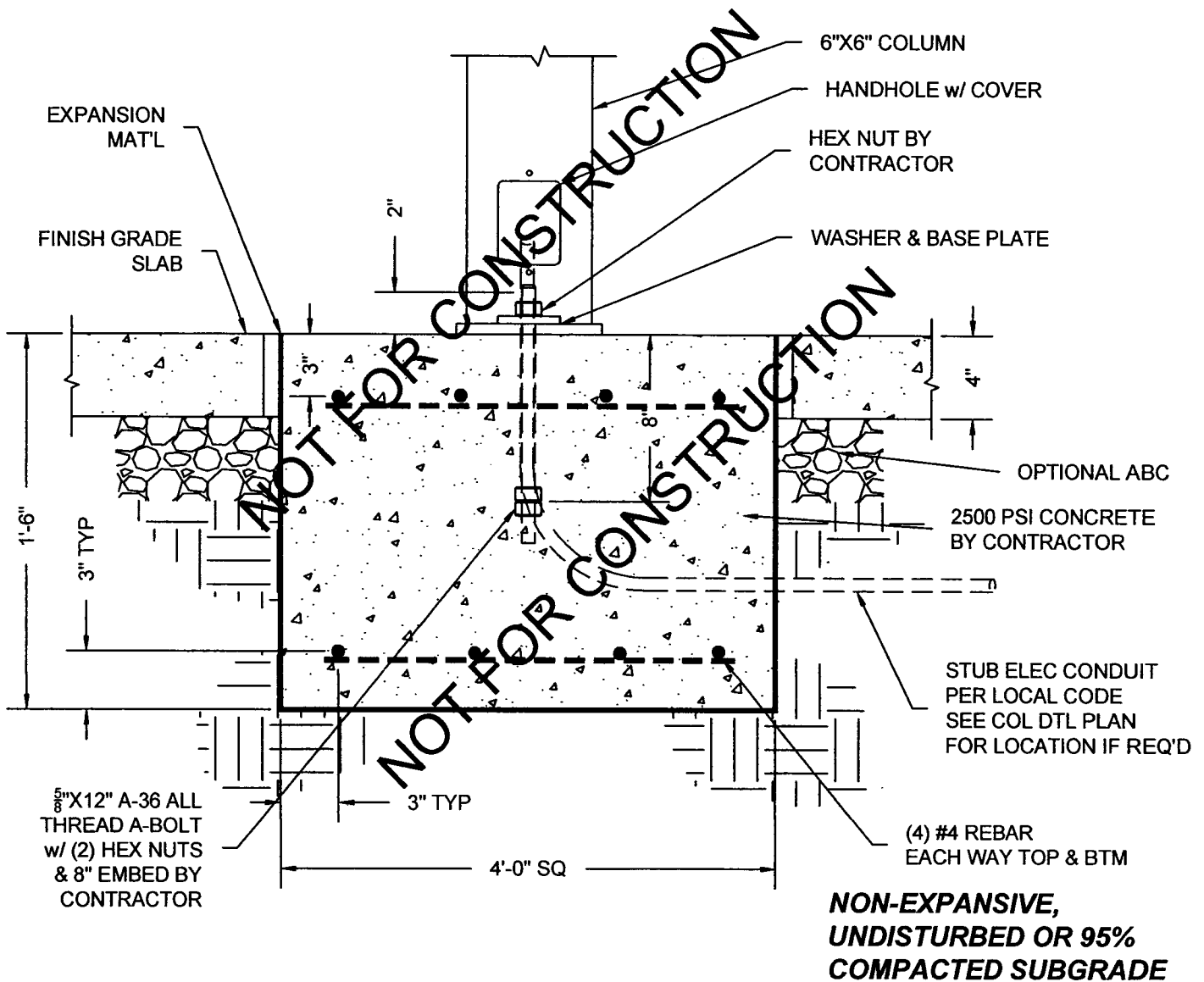
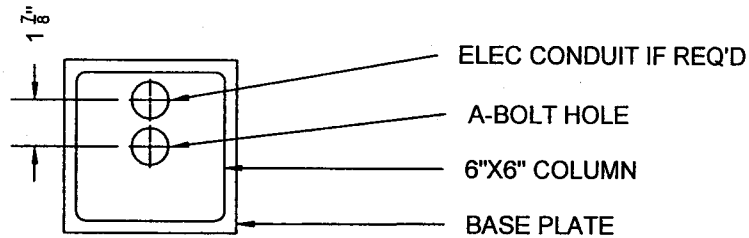
LAYOUT PLAN 18' OREGON MODEL

NTS



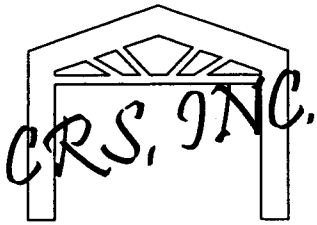
NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING

ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS



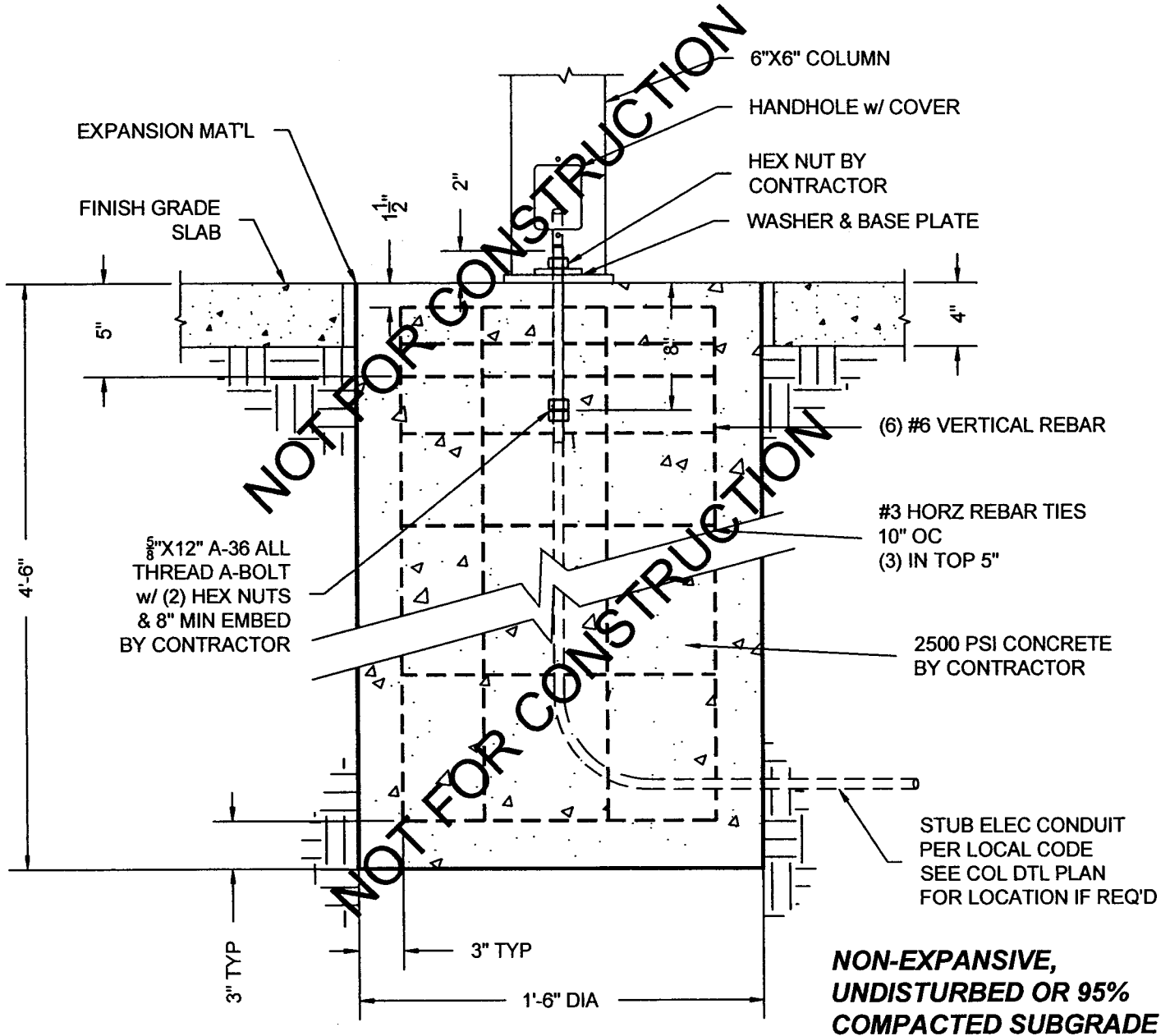
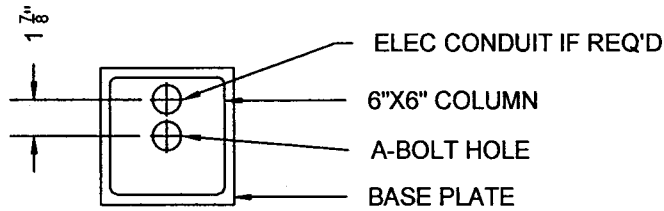
SURFACE MOUNT SPREAD FOOTING 18' OREGON MODEL

NTS



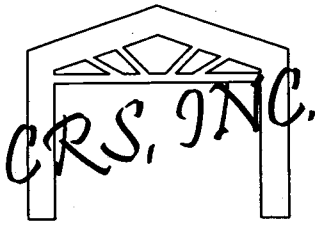
NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING

ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS

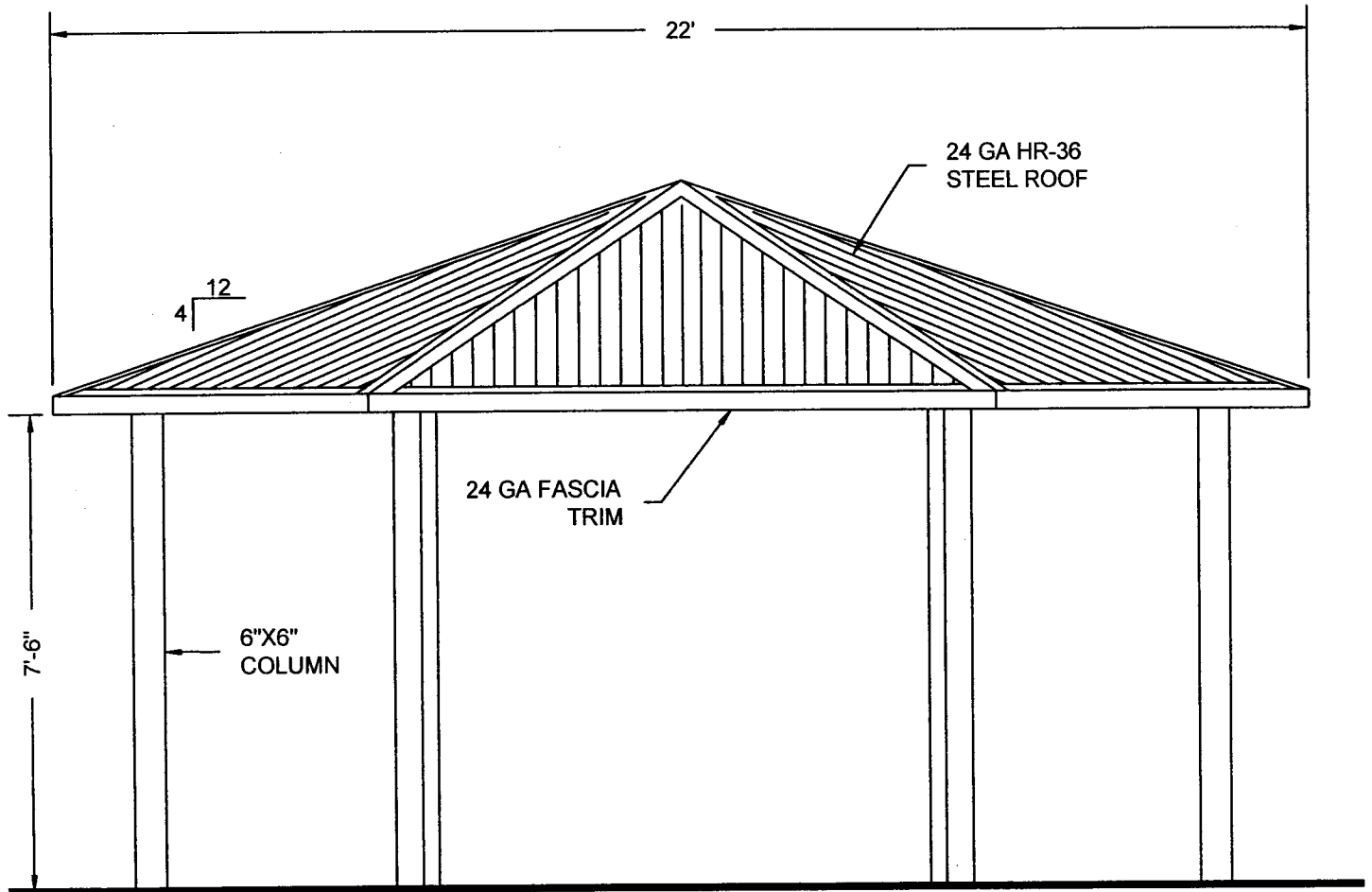


SURFACE MOUNT CAISSON FOOTING
18' OREGON MODEL

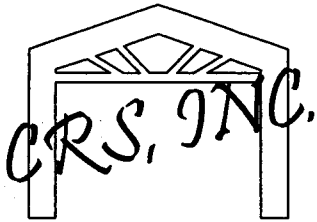
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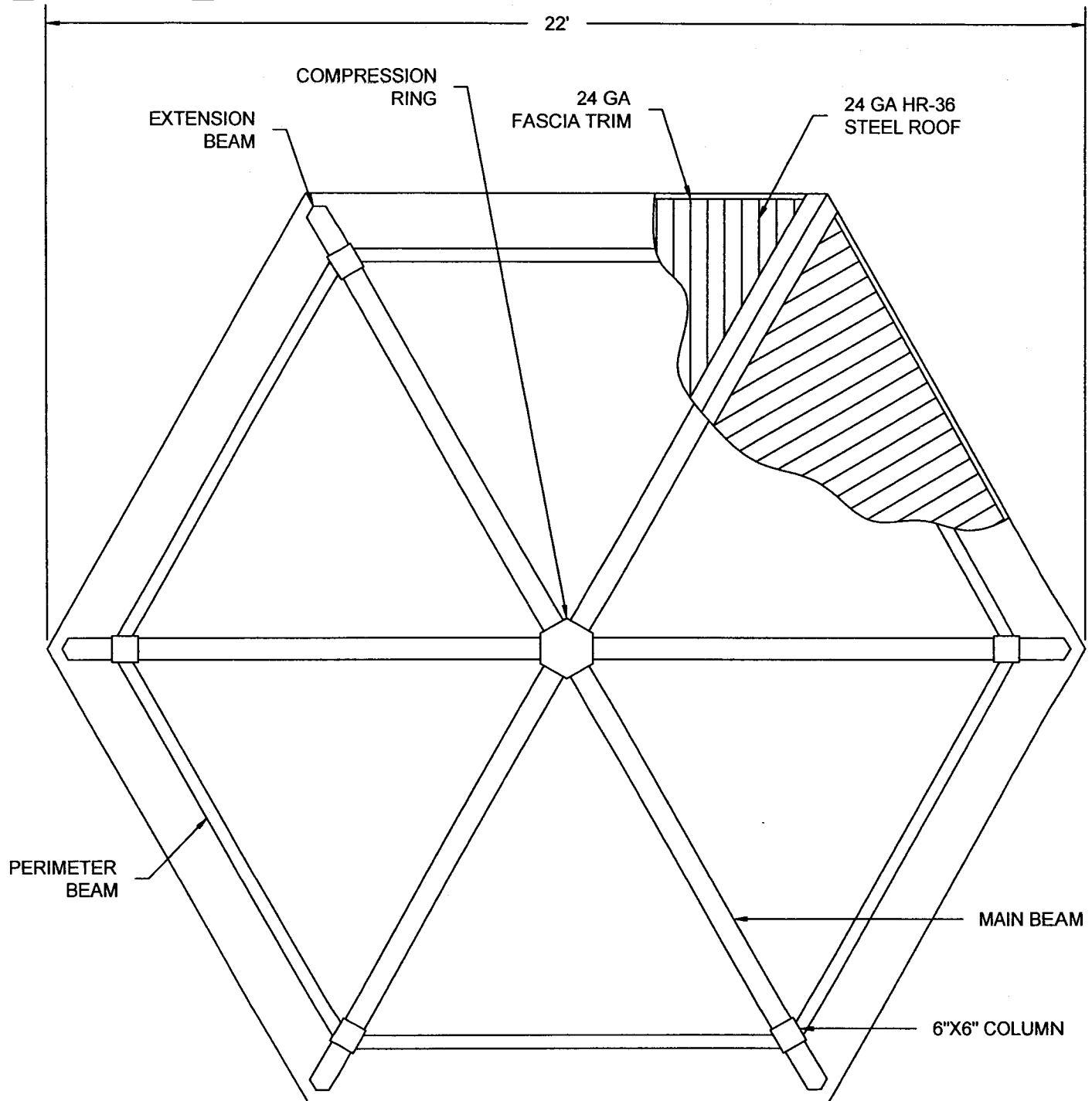
NOT FOR CONSTRUCTION



ELEVATION 22' CHARLESTON MODEL
NTS



NOT FOR CONSTRUCTION



PLAN VIEW 22' CHARLESTON MODEL
NTS

CITY OF MIDLAND

ADDENDUM

BID # 7714-14

Recreational and Playground Equipment

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: April 2, 2014

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1: Is it alright to submit a bid for a 20' pavilion instead of a 18' pavilion?

A1: The hexagon and octagon pavilions will replace existing structures in their respective locations at Garrett-Brown Park and Wadley-Barron Park. The suppliers are welcome to visit the locations and bid a pavilion of comparable size that will fit within the footprint of the existing structures. No additional concrete will be placed to accommodate a larger structure. It would be acceptable for the roof to overhang the existing concrete pad if necessary.

Q2: Is there a dollar estimate for each park location?

A2: The City of Midland is asking for proposals for reasonable play environments for the given spaces. There is an overall budget for the project that is similar in comparison to the most recently installed playgrounds, but these amounts are not tied down to each particular location. Some parks require a specific surface, others are open for proposals from suppliers. The City of Midland welcomes alternate bids in order to give the selection committee the most options for providing the best playgrounds within our budget.

*Please note that the dates on page 2 of the proposal should state September 25, 2014 (with the exception of the playgrounds and pavilion project – which must be finished by December 2014).

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

All other terms and conditions shall remain the same.

Site Source Inc

Company Name

Kim Neal

Bidder Authorized Signature

Kim Neal

Please Print Above Name

4/14/14

Date

912-539-4024

Phone

CITY OF MIDLAND

ADDENDUM

BID # 7714-14

Recreational and Playground Equipment

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: April 9, 2014

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1: What is the expected depth below the top of the existing concrete border after the City removes the existing surface?

A1: City of Midland forces will remove existing material to 12" from the top of existing concrete.

*** Item 5 in the specs should state the grill measurements as 28" x 36". Please notate specification change and bid accordingly.***

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

All other terms and conditions shall remain the same.

Site Source Inc

Company Name

Kim Neal

Bidder Authorized Signature

Kim Neal

Please Print Above Name

4/14/14

Date

972.539.4024

Phone

THE CITY OF MIDLAND

SPECIFICATION

Playground and Recreational Equipment

1. SCOPE

The City of Midland has a need for playground, recreation, and park equipment—as specified (or equivalent in durability and construction for large-scale use in public parks):

1. Fifty-five (55) benches:
 - a. Steel frame
 - b. Benches should be at least 6' in length
 - c. Benches should include a back
 - d. Benches must be surface mounted
 - e. PVC coated punched steel, minimum 11 gauge, with color options or alternate durable surface covering with color options. Frame is steel tubing with baked on polyester powder coat finish. Hardware must be non-corrosive and painted to match.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of the park benches as an optional item; do NOT include this cost in the total price of the proposal.
2. Twenty-five (25) picnic tables:
 - a. Steel frame
 - b. Picnic tables should be at least 6' in length
 - c. Picnic tables must be a concrete-base mount
 - d. Picnic tables should be ADA accessible
 - e. PVC coated punched steel, minimum 11 gauge, with color options or alternate durable surface covering with color options. Frame is steel tubing with baked on polyester powder coat finish. Hardware must be non-corrosive and painted to match.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of the picnic tables as an optional item; do NOT include this cost in the total price of the proposal.
3. Twelve (12) picnic tables:
 - a. Steel frame
 - b. Picnic tables should be at least 12' in length
 - c. Picnic tables must be a concrete-base mount
 - d. Picnic tables should be ADA accessible
 - e. PVC coated punched steel, minimum 11 gauge, with color options or alternate durable surface covering with color options. Frame is steel tubing with baked on polyester powder coat finish. Hardware must be non-corrosive and painted to match.
 - f. Bidders who have the capacity to offer installation may submit a quote for installation of

the picnic tables as an optional item; do NOT include this cost in the total price of the proposal.

4. Fifteen (15) Small Barbecue Pits

- a. At least 18" x 24", steel frame, vandal resistant grill—including post-mount
- b. Vandal resistant and adjustable grate, allowing at least three levels of height
- c. Concrete-based mount
- d. Black surface
- e. Swivel and locking device on post that allows the grill to rotate 360° for wind draft control, but will not allow vandals to remove grill from pedestal.
- f. Bidders who have the capacity to offer installation may submit a quote for installation of the barbecue pits as an optional item; do NOT include this cost in the total price of the proposal.

5. Four (4) Large Barbecue Pits

- a. At least 18" x 36", steel frame, vandal resistant grill—including post-mount
- b. Vandal resistant and adjustable grate, allowing at least three levels of height
- c. Concrete-based mount
- d. Black surface
- e. Swivel and locking device on post that allows the grill to rotate 360° for wind draft control, but will not allow vandals to remove grill from pedestal.
- f. Bidders who have the capacity to offer installation may submit a quote for installation of the barbecue pits as an optional item; do NOT include this cost in the total price of the proposal.

6. One Octagon Gazebo

- a. Gazebo will be located at Wadley-Barron Park, 1001 N. "A" Street (southeast area of the park).
- b. Gabled Octagon design with railing on 6 sides and cupola.
- c. Each side is seven feet (7') long.
- d. Eave height may range from seven feet six inches to eight feet (7'6" – 8').
- e. Frame must be powder coated steel with color options.
- f. Multirib 24 gauge galvanized steel roof (or better). Roofing must withstand strong gusts of winds as well as sustained wind speeds of 14 miles per hour.
- g. Bidders who have the capacity to offer installation may submit a quote for installation of the Gazebo as an optional item; do NOT include this cost in the total price of the proposal. Include drilled piers, installation of frame, and installation of metal roof.
- h. City to remove existing Gazebo.
- i. Permits, if installation is purchased, are the responsibility of the contractor.
- j. Colors will be selected after award. A color selection chart/guides should be included with the bid.
- k. See Section 4.1 and 4.3 for additional specifications.

7. One Hexagon Picnic Area Cover:

- a. Cover will be located at Garrett-Brown Park located at 300 S. Holly (adjacent to playground).
- b. Gabled hexagon design.
- c. Each side is eleven feet (11') long.
- d. Eave height may range from seven feet six inches to eight feet (7'6" – 8').
- e. Frame must be powder coated steel with color options.
- f. Multirib 24 gauge galvanized roof (or better). Roofing must withstand strong gusts of winds as well as sustained wind speeds of 14 miles per hour.
- g. Bidders who have the capacity to offer installation may submit a quote for installation of the Picnic Area Cover as an optional item; do NOT include this cost in the total price of the

- proposal. Include drilled piers, installation of frame, and installation of metal roof.
 - h. Structure will replace existing Picnic Area Cover, which will be removed by City of Midland.
 - i. Permits, if installation is purchased, are the responsibility of the contractor.
 - j. Colors will be selected after award. A color selection chart/guides should be included with the bid.
 - k. See Section 4.1 and 4.3 for additional specifications.
8. Six (6) unique playgrounds to replace existing structures as follows:
- a. Cowden Park located at 1100 Ward Street. This site has approximately 5150 square feet of playground space. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.
 - b. Dunagan Park located at 600 E. Gist Ave. This site has a 30' x 30' existing play area that will be removed and replaced by City of Midland pending the selection of the playground design for this location. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.
 - c. Garrett-Brown Park located at 300 S. Holly Drive. This site has approximately 2200 square feet of playground space. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.
 - d. Hidalgo Park located at 1401 Orchard Lane. This site has 3 existing play areas. Area "A" measures 28' x 37'-2", approximately 1040 square feet of playground space. Area "A" should be designed for ages 2-5. Area "B" measures roughly 40' x 48'-6", approximately 1940 square feet of playground space. Area "B" should be designed for ages 5-12. Area "C" measures 55' x 23' and will be the location for swings. City of Midland will expand Area "C" to meet requirements for swings.
 - e. Hill Park located at 1301 W. Cuthbert. This site has approximately 4750 square feet of playground space and measures approximately 50' x 95'. The larger space should include a climbing apparatus for older users. A second play area will replace existing swings, and it will measure approximately 900 square feet, roughly 30' x 30'. This area should be designed primarily for toddlers, and include a minimum of 2 tot swings. All surfaces at Hill Park should be wood fiber mulch.
 - f. C.J. Kelly Park located at 5500 League Drive. This site has approximately 3685 square feet of playground space, measuring roughly 55' x 67'. An additional 32' x 36' area for swings will be constructed by City of Midland near the playground.

PLAYGROUND DESIGN ELEMENTS:

- i. Bids should include the installation of a resilient surface-material to cover entire playground footprint according to measurements above, unless an alternate recommendation is made to adjust the footprint. The City favors the use of artificial turf under play structures and wood fiber mulch in all swing areas. Hill Park should utilize wood fiber mulch in the playground area,
- ii. Design should focus on minimizing the opportunity for vandalism—including graffiti and extreme heat (matches, lighters etc). In addition, all playgrounds should have ADA accessible features (meeting the 2010 ADA Standards for Accessible Design, published Sept. 15, 2010 by the Department of Justice) to ensure play for a wide range of abilities.

- iii. Each playground design should be unique and non-repetitive from site to site. The City strives to expand the variety of play experiences throughout the community and seeks to encourage cross-utilization of its parks. It is not necessarily favorable to put a single play structure in each area.
- iv. Due to the climate in Midland Texas, play structures that incorporate some type of shade elements will be given favorable consideration.
- v. Each playground, at a minimum, should accommodate ages 5 through 12. Accommodations for toddlers are required at Hill and Hidalgo parks and will be favored in the larger playgrounds,
- vi. Each park that has a "Swing Area" should have, at a minimum, two bays of swings, with 1 bay being toddler swings. Note that some swing areas are not yet constructed, but will be built prior to installation by City of Midland forces.
- vii. All removal of existing equipment will be completed by City of Midland forces prior to scheduled installation of new equipment..
- viii. Graphic images of proposed playgrounds may be submitted in conjunction with the bids. Presentations may be requested during the selection process.
- ix. See Section 4, **REQUIREMENTS** for additional playground specifications.

4. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his or her bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or black ink if completed by hand or typewriter. A separate sheet may be used as long as each item is identified and the sheet(s) are signed.

Requirement	Vendor Comment
4.2. <u>PLAYGROUND MATERIALS:</u>	
4.2.1. The cost of each item shall include all freight charges for that item.	
4.2.2. All equipment shall conform to applicable safety standards and dimensions.	
4.2.3. Playground materials should include a percentage of both pre-consumer and post-consumer recycled content.	
4.2.4. Playground components (where applicable) must be IPEMA Certified.	
4.2.5. The system shall meet or exceed the Texas Accessibility Standards of the Texas Architectural Barriers Act and the standards as required under the Americans with Disabilities Act. Playground layout must comply with ASTM 1487.	
4.2.6. All materials shall be structurally sound and suitable for safe play, low maintenance and long life.	

- 4.2.7. Frame shall be of metal construction with powder coat finish (unless made of an approved alternate surface).
- 4.2.8. Decks shall be plastic coated expanded metal (or better).
- 4.2.9. All equipment shall conform to applicable safety standards including CPSC Guidelines.
- 4.2.10. Slides shall be polyethylene material (or better). Metal slides will not be accepted.
- 4.2.11. Colors will be selected after award. A color selection chart/guides should be included with the bid.
- 4.2.12. The cost summary shall include the total system cost with a breakdown of each item with its individual cost. Please provide the individual cost with freight as a stand-alone cost. This is to provide costs for adding or deleting equipment from the system if necessary.
- 4.2.13 Chain Climbers are NOT allowed.

4.3. PLAYGROUND/PAVILION SITE PREPARATION AND INSTALLATION:

- 4.3.1 Installation costs for equipment and ground-surface shall be included in bid.
- 4.3.2 Site preparation costs shall be included in bid.
- 4.3.3 Bid shall include removal and disposal of all packing materials and related debris during installation.
- 4.3.4 Security fencing shall be provided by City of Midland to enclose the project area during installation.

4.4 IMPACT ABSORBENT ACCESSIBLE SURFACING MATERIAL FOR PLAYGROUND:

- 4.4.1 Ground surfacing materials must comply with ASTM 1951 "Accessibility of Surface Systems Under and Around Playground Equipment", as well as ASTM 1292 "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment."

EXHIBIT C

Bonding Requirements

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

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

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

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

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

_____,

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Oblige), 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 Oblige, dated the _____ day of _____, 20____, to furnish and deliver the following equipment:

SPECIFICALLY including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principals primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications,

instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____ of the City of _____ County of _____,
and State of _____ as Principal, and _____

_____ (hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the Oblige), 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 Oblige, dated the _____ day of _____, 20____, to _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

EXHIBIT "D"

PREVAILING WAGE RATE SCHEDULE BUILDING CONSTRUCTION TRADES as of July 24, 2009 Attorney General, General Decision TX20080297

<u>Classification</u>	<u>Rate/hr</u>	<u>Fringes</u>
Acoustical Installers	\$ 11.18	
Boilermaker	\$ 26.02	\$ 13.66
Bricklayers	\$ 18.00	
Carpenters (Including Metal Stud Installation and Drywall Hanging)	\$ 15.17	
Cement Mason/ Concrete Finisher	\$ 13.89	
Drywall Hangers	\$ 11.08	
Electrician	\$ 13.63	\$ 1.25
Elevator Mechanics	\$ 32.66	18.285+a
Forklift Operator	\$ 22.70	\$ 9.35
HVAC mechanic (set unit only)	\$ 10.00	
Ironworkers (reinforcing)	\$ 20.90	\$ 4.60
Ironworkers (structural)	\$ 10.84	
Laborers, Common or General	\$ 8.67	
Laborer, Mason Tender - Brick	\$ 9.13	
Operator, Backhoe/ Excavator	\$ 13.81	
Operator, Blade/ Grader	\$ 12.97	
Operator, Front End Loader	\$ 12.23	
Painter (Including Drywall Finishing)	\$ 15.81	\$ 4.56
Plasterer	\$ 14.00	
Plumber (Including HVAC Work)	\$ 19.20	\$ 6.55
Roofer	\$ 12.06	
Sheet Metal Worker (Including HVAC Work)	\$ 10.00	
Sprinkler Fitters	\$ 12.00	
Tile Setter	\$ 8.50	
Truck Driver	\$ 10.15	
Welders	*	

*Welders receive the rate prescribed for the craft performing the operation to which welding is incidental.

a under 5 years employment, 6% of BHR, over 5 years employment, 8%BHR.

Paid Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Labor Day, Thanksgiving Day, The Friday after thanksgiving and Christmas Day.

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

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.

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 Council Agenda

Approved for Agenda:
csharp
City Manager's Office

MEETING DATE: 5/20/2014

TO: City Council / City Manager

FROM: Tommy T. Hudson, Deputy City Manager

SUBJECT: Appropriate Reimbursed Fees to Project

Purpose:

Consider a Resolution appropriating funds to Atmos RRM (Rate Review Mechanism) Project 8923

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Appropriate \$230,000 to Project 8923

These funds represent reimbursement from Atmos for consulting/legal fees associated with analysis of various Atmos GRIP and Rate Review Mechanism costs. Funds will be appropriated from the General Liability Self-Insurance Fund (702) to the Atmos RRM Project 8923. There is no impact to General Fund.

An approximate \$231,950.90 reimbursement has been received from Atmos from 2012-2014.

Discussion:

The City is a member of the Steering Committee of cities Served by Atmos West Texas ("Steering Committee"). Steering Committee membership includes almost all cities north of Midland-Odessa (except Lubbock and Amarillo, which have separate rates and services) served by the West Texas Division of Atmos Energy ("Atmos" or "Company").

The original project was funded by a \$0.12 per capita fee assessed to the West Texas member cities. Those funds have been used to pay on-going legal fees associated with the various GRIP and RRM challenges. Funds being appropriated today are reimbursement of those fees and should be placed back into the project.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE APPROPRIATION
OF FUNDS TO THE ATMOS RATE REVIEW
MECHANISM PROJECT IN THE AMOUNT OF
\$230,000.00**

WHEREAS, the Council finds it to be in the public interest to appropriate \$230,000.00 to the Atmos Rate Review Mechanism Project (8923), these funds represent reimbursement from Atmos for consulting/legal fees associated with analysis of various Atmos Gas Reliability Infrastructure Program (GRIP) and Rate Review Mechanism (RRM) costs;

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

THAT the sum of \$230,000.00 is hereby appropriated from the General Liability Self-Insurance Fund (702) to the Atmos RRM Project (8923).

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., 2014 by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT AND
COMPLETENESS:

Tommy T. Hudson, Deputy City Manager

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
rwpattick
City Manager's Office

MEETING DATE: 05/20/2014

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a resolution authorizing City staff to accept a waterline utility easement from SBC LP for the purpose of constructing public water utility improvements to serve Westridge Park Addition Sections 26 and 27. (District #4 — Lacy)

Purpose:

Consider a resolution authorizing City staff to accept a waterline utility easement from SBC LP for the purpose of constructing public water utility improvements to serve Westridge Park Addition Sections 26 and 27. (District #4 — Lacy)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A Public WaterLine Easement is being dedicated by SBC LP at no cost to the City.

Discussion:

Westridge Park Addition Section 26 is a large apartment development south of Deauville Blvd near the intersection with Tradewinds Blvd. SBC LP is developing Westridge Park Addition Section 27 as six pad-sites on the southwest corner of the same intersection. Both developments require a water connection on Deauville Blvd.

However, the large 16-inch water main on Deauville Blvd is located on the street's north side, behind the curb, and its size indicates that it is a transmission main, not a distribution main. Tapping a transmission main is generally not allowed.

Therefore, in order to get water across Deauville Blvd where the two developments can access a distribution network, the apartment developer will extend an 8-inch waterline under the street to the south side. To accomplish this requires space for fittings, valves

City Council Agenda Memo

Meeting Date: 05/20/2014

Subject: Water Utility Easement, Westridge Park Addn Sec's 26 & 27

Discussion (cont'd):

and pipe, some of which needs to be placed outside of the right-of-way on SBC LP property.

Hence, SBC LP is granting a waterline easement to the City for the placement of some of the necessary piping and appurtenances to extend water to the south side of Deauville Blvd.

Staff supports accepting this waterline easement.

The easement agreement is attached, as is a location map showing the waterline easement and the two developments.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF
A 200-SQUARE FOOT WATER LINE EASEMENT
LOCATED IN LOT 6B, BLOCK 3, WESTRIDGE PARK
ADDITION, SECTION 12, MIDLAND, MIDLAND
COUNTY, TEXAS; AND ORDERING RECORDATION
BY THE CITY SECRETARY**

WHEREAS, the City Council finds it to be in the public interest to authorize the acceptance of a 200-square foot water line easement located in Lot 6B, Block 3, Westridge Park Addition, Section 12, Midland, Midland County, Texas, for the use and benefit of the public for utility purposes;

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

SECTION ONE. That the 200-square foot water line easement located in Lot 6B, Block 3, Westridge Park Addition, Section 12, Midland, Midland County, Texas, is hereby accepted. A copy of said easement is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION TWO. That the City Secretary is hereby authorized and directed to file said easement in the Deed Records of Midland County, Texas.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2014, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

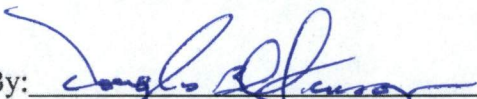
Jose Ortiz, Director of Engineering Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

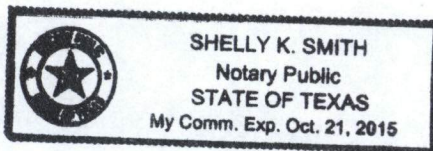
WITNESS THE EXECUTION OF THIS INSTRUMENT this 14th day of April, 2014.

SBC, LP
By: SBC GP, LP
Its Sole General Partner

By: 
Douglas B. Henson, President

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on April 14, 2014, by Douglas B. Henson, President of SBC GP, LLC, a Texas limited liability company and general partner of SBC, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

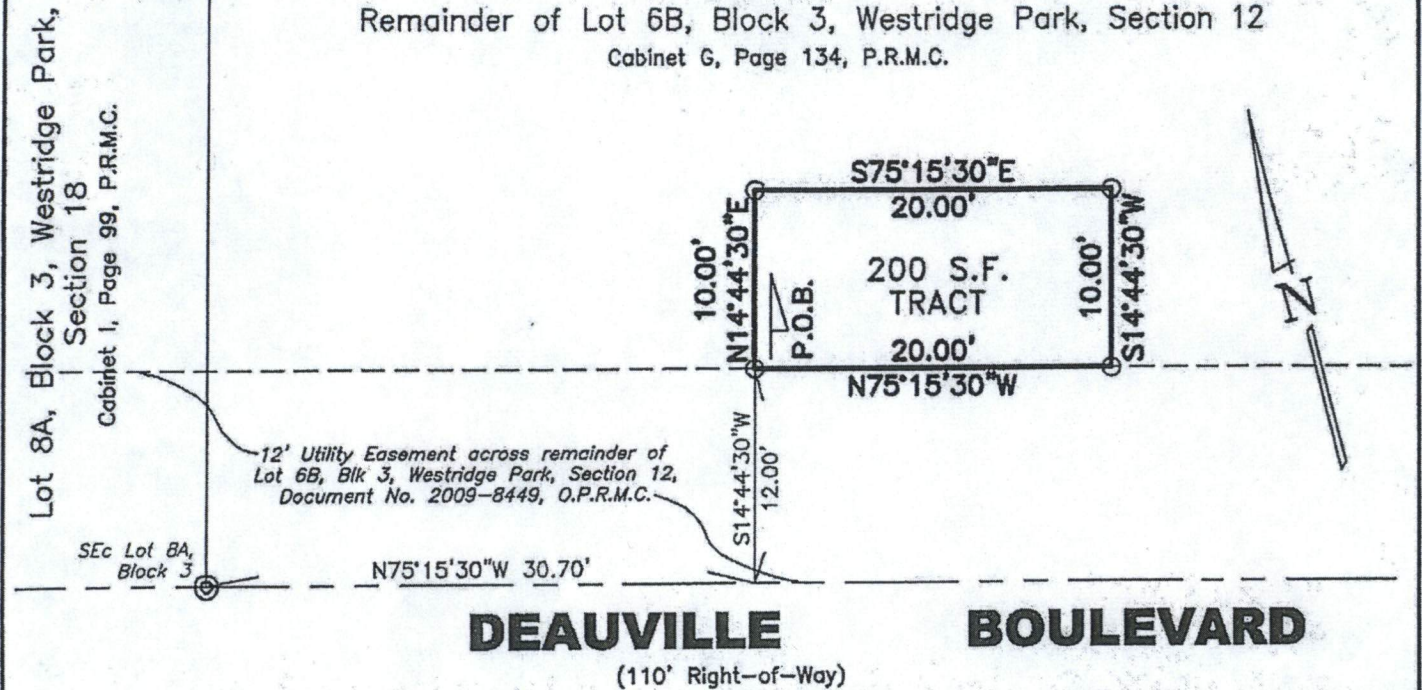



Notary Public in and for the State of Texas

My Commission Expires: _____

EXHIBIT A

Remainder of Lot 6B, Block 3, Westridge Park, Section 12
Cabinet G, Page 134, P.R.M.C.



PLAT AND LEGAL DESCRIPTION OF A 200 SQUARE FOOT EASEMENT IN THE REMAINDER OF LOT 6B, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 12, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

(Westridge Park Addition, Section 12 Final Plat as recorded in Cabinet G, Page 134, P.R.M.C.)

Boundary being further described by metes and bounds as follows:

Beginning at (N= 10,693,076.68' E= 1,730,521.48') a 1/2" iron rod with a plastic cap marked "PLS 1974" set on the North line line of a 12 Foot Utility Easement as described in Document No. 2009-8449, Official Public Records of Midland County, at the Southwest corner of this tract, from whence the Southeast corner of Lot 8A, Block 3, Westridge Park Addition, Section 18 as recorded in Cabinet I, Page 99, Plat Records of Midland County bears S14°44'30"W, a distance of 12.00 feet and N75°15'30"W, a distance of 30.70 feet;

THENCE N14°44'30"E, a distance of 10.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northwest corner of this tract;

THENCE S75°15'30"E, a distance of 20.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northeast corner of this tract;

THENCE S14°44'30"W, a distance of 10.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Southeast corner of this tract;

THENCE N75°15'30"W with the North line of said 12 Foot Utility Easement, a distance of 20.00 feet to the Place of Beginning, Tract contains 200 square feet.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combined grid factor of 0.9998958, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor do hereby certify that this plat and legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on March 20, 2014.

J. Stan Piper
Registered Professional Land Surveyor #1974

Prepared for:
Walker Partners, LLC.
Attn.: David Smith
9015 Mountain Ridge Drive
Suite 120
Austin, Texas 78759

Firm No. 10155200

PIPER SURVEYING P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810



ENGINEERING DIVISION

RESOLUTION:
10' x 20' WaterLine Easement

WESTRIDGE PARK
SECTIONS 26 & 27



Map by JHC 05/20/2014



City Council Agenda

Approved for Agenda:
rwpattick
City Manager's Office

MEETING DATE: 05/20/2014

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a motion on a request by Maverick Engineering LLC for the Kalpowar Estates Section 4 to approve items requested for deferral, and to discount the associated construction costs by an amount equal to the full cost of construction. The subject property is generally located approximately on the east side of Trobaugh Blvd, 750 feet north of Briarwood Ave. (District #4 — Lacy)

Purpose:

Consider a motion on a request by Maveric Engineering LLC for the Kalpowar Estates Section 4 to approve items requested for deferral, and to discount the associated construction costs by an amount equal to the full cost of construction. The subject property is generally located on the east side of Trobaugh Blvd, approximately 750 feet north of Briarwood Ave. (District #4 — Lacy)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Water Distribution	0.00
Wastewater Collection	\$28,805.00
Paving	\$99,451.00
Sidewalk	\$0.00
Drainage	\$0.00

Total Value of Deferral	\$128,256.00
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Cash deposit or other acceptable security	\$0.00
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Discussion:

The Kalpowar Estates Section 4 is a 7-acre lot in the original Kalpowar Estates Addition that the developer is replatting into two 3½-acre lots. The property is located on Trobaugh Blvd, approximately 750 feet north of Briarwood Ave. The entire Kalpowar Estates Addition is zoned for Agricultural Estates. Trobaugh Blvd is a country lane paved to County standards—i.e., 24-foot wide chip seal on unprepared subgrade with no curb & gutter. A City water distribution main is available in Trobaugh Blvd. But, wastewater collection is not available; all homes in the neighborhood are served by on-site sewage facilities—i.e., septic systems.

Maverick Engineering LLC, on behalf of Abel Salazar, the landowner and developer, is proposing to plat the property and defer the public improvements. Below is a discussion of the public infrastructure and deferral request related to the development of the property associated with this plat:

1. Water Distribution:

- * Existing public water distribution mains are available in Trobaugh Blvd. Therefore, a deferral is not necessary.

2. Wastewater Collection:

- * The applicant is requesting to defer the construction of public wastewater improvements, and to discount the associated costs of construction by an amount equal to 100% of the cost of construction.
- * The nearest connection to the City's wastewater collection system is greater than 1 mile — a total of 11,440 feet down Avalon Dr and along Briarwood Ave near the Bush Tennis Center.
- * The likelihood of infrastructure construction based on the distance from the nearest existing point of connection to the wastewater collection system results in a 100% reduction in cash deposit or other acceptable security.
- * Agricultural Estates are rural neighborhoods comprised of large lots greater than 2 acres. Homes in such neighborhoods are typically served by on-site sewage facilities such as septic systems.

3. Paving:

- * The applicant is requesting to defer the construction of public paving improvements, and to discount the associated costs of construction by an amount equal to 100% of the cost of construction.
- * Access to the site is provided along Trobaugh Blvd, a 2-lane country road that connects to Briarwood Ave approximately 750 feet south of the property.
- * The existing pavement sections adjacent to the proposed plat are built to County standards, and do not meet City standards (width, pavement thickness, no curb & gutter).

City Council Agenda Memo

Meeting Date: 05/20/2014

Subject: Kalpowar Estates Section 4; Public Improvements Deferral

Discussion (cont'd):

- * The nearest connection to the City's pavement system is approximately $\frac{3}{4}$ mile to Briarwood Avenue, which is a current Capital Improvement Program project to improve that roadway to City standards.
- * The likelihood of infrastructure construction based on the distance from the nearest existing City standard street results in no reduction in cash deposit or other acceptable security.
- * However, the subject property is zoned AE, for which developers are not required to construct streets to curb-and-gutter standards in accordance with the City of Midland Subdivision Regulations, Section 11-2-6(B)(1).

4.Drainage:

- * A Drainage Study for this site will not be required.

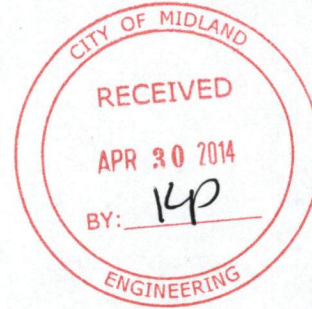
5.Sidewalk:

- * Sidewalk construction is typically accomplished during the building permit phase (i.e., builder constructs the sidewalks).
- * However, sidewalks are typically not required in subdivisions zoned AE.

Staff supports this deferral request. Attached is a location map, along with a deferral justification and opinion of probable cost from West Company of Midland, Inc.

April 16, 2014

Jose Ortiz
Engineering Director
300 N. Loraine
P.O. Box 1152
Midland, Texas 79702



Attn: Engineering Director-COM Engineering Department-100% Discount of Deferral of Public Improvements

Dear Mr. Ortiz:

Able Salazar. Owner of Lot 7 in Block 1 of Kalpower Estates consisting of 7.549 acres located along County Road 60 or known as Briarwood just north of the intersection of Briarwood and Trobaugh Blvd. is requesting 100% discount of deferral from public improvements as he is proposing to split the 7.549 acre property into half consisting of two lots 3.774 acres for Single Family Residences.

The existing site is rural and the streets are 23' wide is pavement with no curb and gutter.

The installation of public improvements may be required by the City of Midland, at the sole cost of the owner, should the use or development of any lot or lots within this subdivision change from the Agriculture Estate zoning classification or should the use or development of any lot or lots within this subdivision change from single-family residential.

Sidewalk, Curb and Gutter

Maverick Engineering LLC, on behalf of Abel Salazar (Property Owner), is here by requesting that the City of Midland Waive public Sidewalk and Curb and Gutter improvements for the said Lot 7 in Block 1 of Kalpower Estates. The Site is currently zoned AE and is planned on remaining the same zone classification AE as the rest of the Kalpower subdivision.

Within the AE district city planning code reveals that the installation of curb and gutter is not required. The surrounding subdivision for miles is consistent with this type of development.

Please see below for the breakdown of waived costs for sidewalk, and the attached estimate for Paving and Sewer.

Next page for cost estimate:

Sidewalk Deferral

Agri-Empresa Section 2		
Description	Unit Cost (ft ²)	Total Cost
480 LF 5' Sidewalk	\$5.00 SF	\$12,000
Additional 15% Contingency		\$1,800
TOTAL		\$13,800

Paving

Maverick Engineering LLC, on behalf of Abel Salazar. (Property Owner), is here by requesting that the City Council allow a 100% discounted deferral of public paving improvements for the said Kalpower Residential Tract known as Lot 7 Block 1, Kalpower Estates from County Roadway standard to City of Midland Collector Standard.

Trobaugh Blvd. is currently improved per the surrounding AE district development standard. There is no curb or gutter for miles with in the surrounding subdivision.

Please see below for a view of the current Trobaugh Blvd. The owner's property is to the right of this picture.



Sewer

Maverick Engineering LLC, on behalf of Abel Salazar. (Property Owner), is here by requesting that the City Council allow a 100% discount of deferral toward public wastewater improvements.

The current subdivision is utilizing septic systems. The owner is expecting to utilize the same wastewater system. The current Sewer connection is at the corner of Briarwood and Holiday Hill. This is over a one mile distance from the said project site. The attached cost analysis spreadsheet breaks out the cost of a sewer line for the frontage of the property.

Water

There is no current need for water improvements for this Subdivision pertaining to Abel Salazar's land. Water already exists along his frontage.

Respectfully,
Andrew L. Mellen, P.E.
Maverick Engineering

Enclosures:
Preliminary Plat
Aerial Site Location (Google Earth 2014)
Cost Estimates

Summary of Public Improvement Deferral - Opinion of Probable Cost

Location: Kalpower
Engineer: City of Midland

Summary	Total
Wastewater Main Improvements	\$28,805.00
Water Main Improvements	\$0.00
Paving Improvements	\$99,451.11
Construction Total	\$128,256.11

Wastewater Main Deferral - Opinion of Probable Cost

Location: Kalpower
Engineer: City of Midland

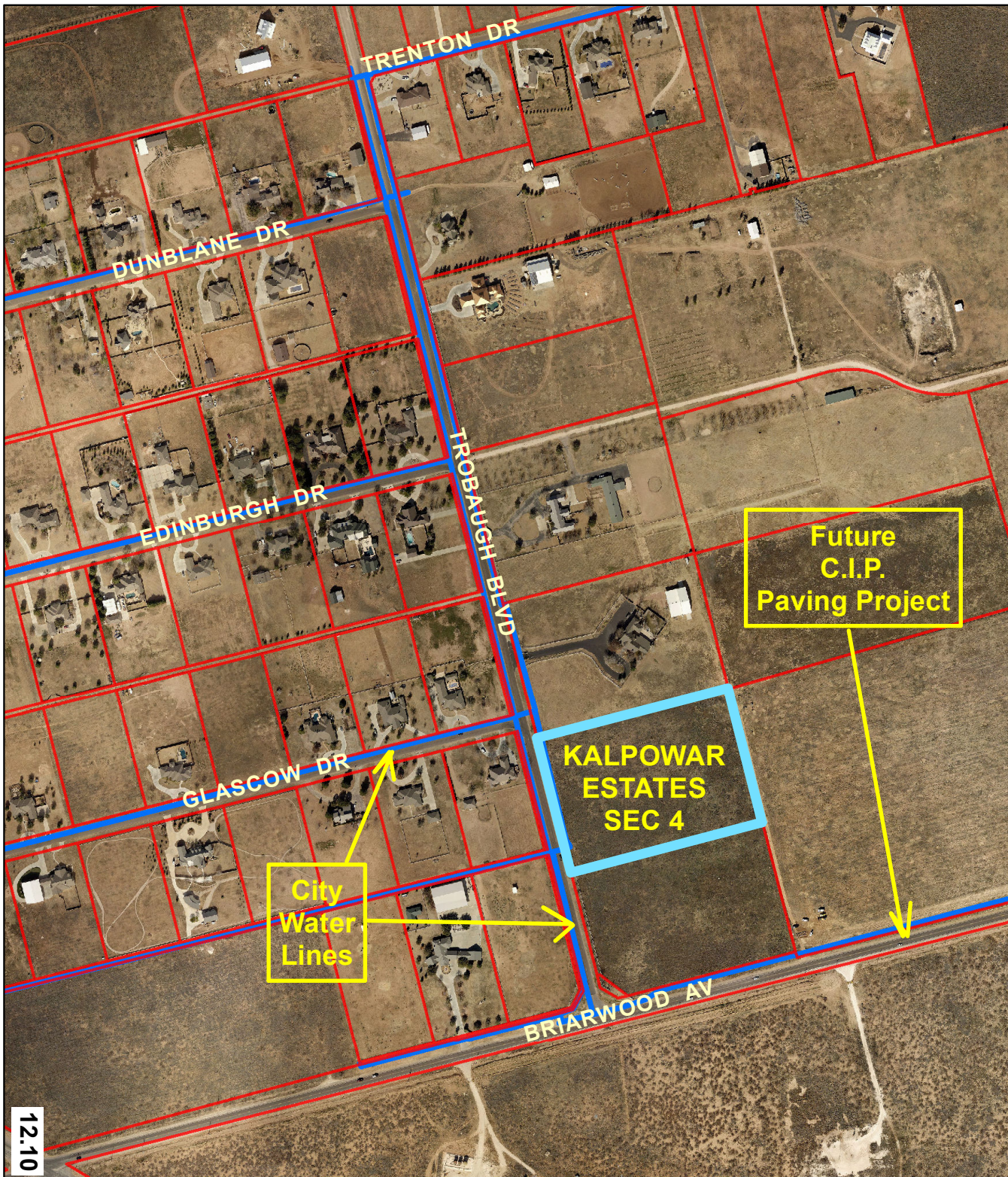
Wastewater	Quantity	Unit	Unit Price	Total
12" SDR 35 PVC	480	LF	25.00	12000.00
8" SDR 35 PVC		LF	15.00	0.00
6" SDR 35 PVC		LF	13.00	0.00
Trenching/Backfill 0'-5'		LF	20.00	0.00
Trenching/Backfill 5'-8'	100	LF	22.00	2200.00
Trenching/Backfill 8'-10'		LF	25.00	0.00
Trenching/Backfill 10'-12'		LF	30.00	0.00
Trenching 12'-14'		LF	35.00	0.00
Imported Backfill Material	99.00	TN	15.00	1485.00
Imported Backfill Material - Unit Weight	120.00	PCF		
Replacement Manhole		EA	5000.00	0.00
New Manhole	1	EA	3500.00	3500.00
Remove Manhole		EA	1000.00	0.00
Manhole Extra Depth (MH>5')		VF	400.00	0.00
Connect to Existing MH		EA	500.00	0.00
24" Bore & Steel Encasement		LF	480.00	0.00
18" Bore & Steel Encasement		LF	360.00	0.00
12" Bore & Steel Encasement		LF	240.00	0.00
4" Wastewater Service	2	EA	550.00	1100.00
6" Wastewater Service		EA	750.00	0.00
Volume - Flowable Fill (3 Sac) - Depth Below	0.00	CY	105.00	0.00
Depth of Flowable Fill (ft)	1.00	FT		
Asphalt Pavement Repair		LF	20.00	0.00
Concrete Pavement Repair		LF	25.00	0.00
Erosion Protection (\$/100LF)	4.8	LS	500.00	2400.00
Trench Protection (Trenching > 5')	100	LF	2.00	200.00
Traffic Control / Job Site Safety	4.8	LF	150.00	720.00
Construction Staking (\$/100LF)	4.8	LF	250.00	1200.00
Contingency (nearest \$1000)	15%			4000.00
Construction Total				\$28,805.00
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10%			0.00
Construction Administration	5%			0.00
TOTAL				\$28,805.00

Paving Deferral - Opinion of Probable Cost

Location: Kalpower
Engineer: City of Midland

Paving Width	37
Length of Paving	480
Base Rock Depth - Bottom Lift (in)	6
Base Rock Depth - Top Lift (in) - (6" min - 8" max)	6
Base Rock Unit Weight (95% Standard Proctor)	135
Base Rock waste	5%
HMAC thickness (in)	1.75
HMAC waste	5%

Paving	Quantity	Unit	Unit Price	Total
ROW Preparation	480	LF	10.00	4800.00
24" Curb & Gutter	960	LF	15.00	14400.00
Excavation	693.33	CY	5.00	3466.67
Scarify / Shape / Compact Sub-grade	2080.00	SY	3.50	7280.00
Base Rock - Bottom Lift (Material Only)	663.39	TN	9.50	6302.21
Base Rock - Top Lift (Material Only)	561.33	TN	9.50	5332.64
Shape / Compact Base Rock - Bottom Lift	2080.00	SY	3.50	7280.00
Shape / Compact Base Rock - Top Lift	1760.00	SY	3.50	6160.00
Tack Coat	1760.00	SY	1.00	1760.00
HMAC (Material Only)	177.87	TN	80.00	14229.60
Installation of HMAC Surface Course	1760.00	SY	4.00	7040.00
Erosion Protection (\$/100 LF)	4.8	LS	1000.00	4800.00
Construction Staking (\$/100LF)	4.8	LS	500.00	2400.00
Traffic Control / Job Site Safety (\$/100LF)	4.8	LS	250.00	1200.00
Contingency (nearest \$1000)	15%			13000.00
Construction Total				\$99,451.11
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10%			0.00
Construction Administration	5%			0.00
TOTAL				\$99,451.11



ENGINEERING DIVISION

MOTION:
Defer Public Improvements

KALPOWAR ESTATES
SECTION 4



Map by JHC 05/20/2014



City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 05/20/2014

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a motion on a request by Maverick Engineering LLC to defer construction of public improvements for the Agri-Empresa Subdivision Section 2, and to discount the associated construction costs by an amount equal to the full cost of construction. The subject property is generally located on the northeast corner at the intersection of IH-20 and South County Road 1250. (District #2 — Love)

Purpose:

Consider a motion on a request by Maverick Engineering LLC to defer construction of public improvements for the Agri-Empresa Subdivision Section 2, and to discount the associated construction costs by an amount equal to the full cost of construction. The subject property is generally located on the northeast corner at the intersection of IH-20 and South County Road 1250. (District #2 — Love)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Water Distribution	\$0.00
Wastewater Collection	\$0.00
Paving	\$590,640.00
Sidewalk	\$0.00
Drainage	\$0.00

Total Value of Deferral	\$590,640.00
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Cash deposit or other acceptable security	\$0.00
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Discussion:

The Agri-Empresa Subdivision is a 143-acre development by Schlumberger Technology Corporation to establish their regional headquarters and operations facilities in Midland. Together with the Midland Development Corporation, they have extended the City's water distribution network as far west as S. County Road 1250, which has sparked additional developments west of the Loop and south of Highway 80.

The Agri-Empresa Subdivision Section 2 is a further subdivision of the original development, including dedication of right-of-ways. Maverick Engineering LLC, on behalf of Schlumberger, is proposing to plat the property and defer some of the public improvements. Below is a discussion of the public infrastructure and deferral request related to the development of the property associated with this plat:

1. Water Distribution:

- * Public water distribution mains have been extended to the western limits of this plat. Therefore, a deferral is not necessary.

2. Wastewater Collection:

- * The applicant has constructed a private wastewater collection system that connects to the public wastewater collection system on Industrial Avenue. The applicant is proposing to extend this system to the limits of the plat to serve all lots. Therefore, a deferral is not necessary.

3. Paving:

- * The applicant is requesting a deferral of curb & gutter improvements.
- * The nature of this development and the adjacent neighborhoods is industrial, with a road system constructed to County standards. Curb & gutters are not part of the road network, and would be subject to damage by the heavy truck traffic common to the area.
- * The nearest connection to the City's pavement system with curb & gutters is over one mile away at the Southwest Crossing Business Park development.
- * The likelihood of infrastructure construction based on distance from the nearest existing curb & gutter results in a 0% reduction in cash deposit or other acceptable security.

4. Drainage: A Drainage Study for this site is required.

5. Sidewalk: Sidewalk:

- * The applicant is not requesting deferral of sidewalks.
- * Sidewalk construction is typically accomplished during the building permit phase (builder constructs the sidewalk). Currently, there are no sidewalks along the streets that access this property and the adjacent neighborhoods. If sidewalks are

City Council Agenda Memo

Meeting Date: 05/20/2014

Subject: Agri-Empresa Subdivision Section 2, Public Improvements Deferral

Discussion (cont'd):

required in the future, they will be addressed when a building permit application is submitted or at the time of street construction.

Staff supports this deferral request. Attached is a location map, along with a deferral justification and opinion of probable cost from Maverick Engineering LLC.

April 16, 2014

Jose Ortiz
Engineering Director
300 N. Loraine
P.O. Box 1152
Midland, Texas 79702



Attn: Engineering Director-COM Engineering Department-100% Discounted Deferral

Dear Mr. Ortiz:

Schlumberger Technology Corp., owner of Agri-Empressa Subdivision, Section 2 further described as Block 1 and 2, Agri-Empressa Subdivision, Section 1 and 8.86 acres out of section 11, block 40, T-2-S, T&P RR Co. Survey City and County of Midland, Texas is submitting the blow regarding a 100% Discounted Deferral. See attached preliminary plat for location.

Sidewalk, Curb and Gutter

Maverick Engineering LLC, on behalf of Schlumberger Technology Corp. (Property Owner), is here by requesting that the City of Midland allow a 100% discounted deferral toward public improvements for the said Schlumberger Drive and Big Blue Avenue Sidewalk and Curb and Gutter improvements. The entire Subdivision is zoned business park and is currently in the process to be zoned to a light industrial district.

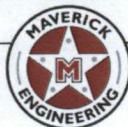
Schlumberger Drive and Big Blue Avenue is currently improved per the surrounding industrial development standard. There is no sidewalk or curb and gutter for miles within the surrounding subdivisions. The current drainage pattern is conducive to having drainage ditches along the said existing improvements.

The total cost amount for Sidewalk and Curb and Gutter is \$590,640.

Please see below for the breakdown of assumed deferral costs.

Sidewalk Deferral

Agri-Empressa Section 2		
Description	Unit Cost (ft ²)	Total Cost
12,840 LF 5' Sidewalk	\$5.00 SF	\$321,000
Additional 15% Contingency		\$48,150
TOTAL		\$369,150

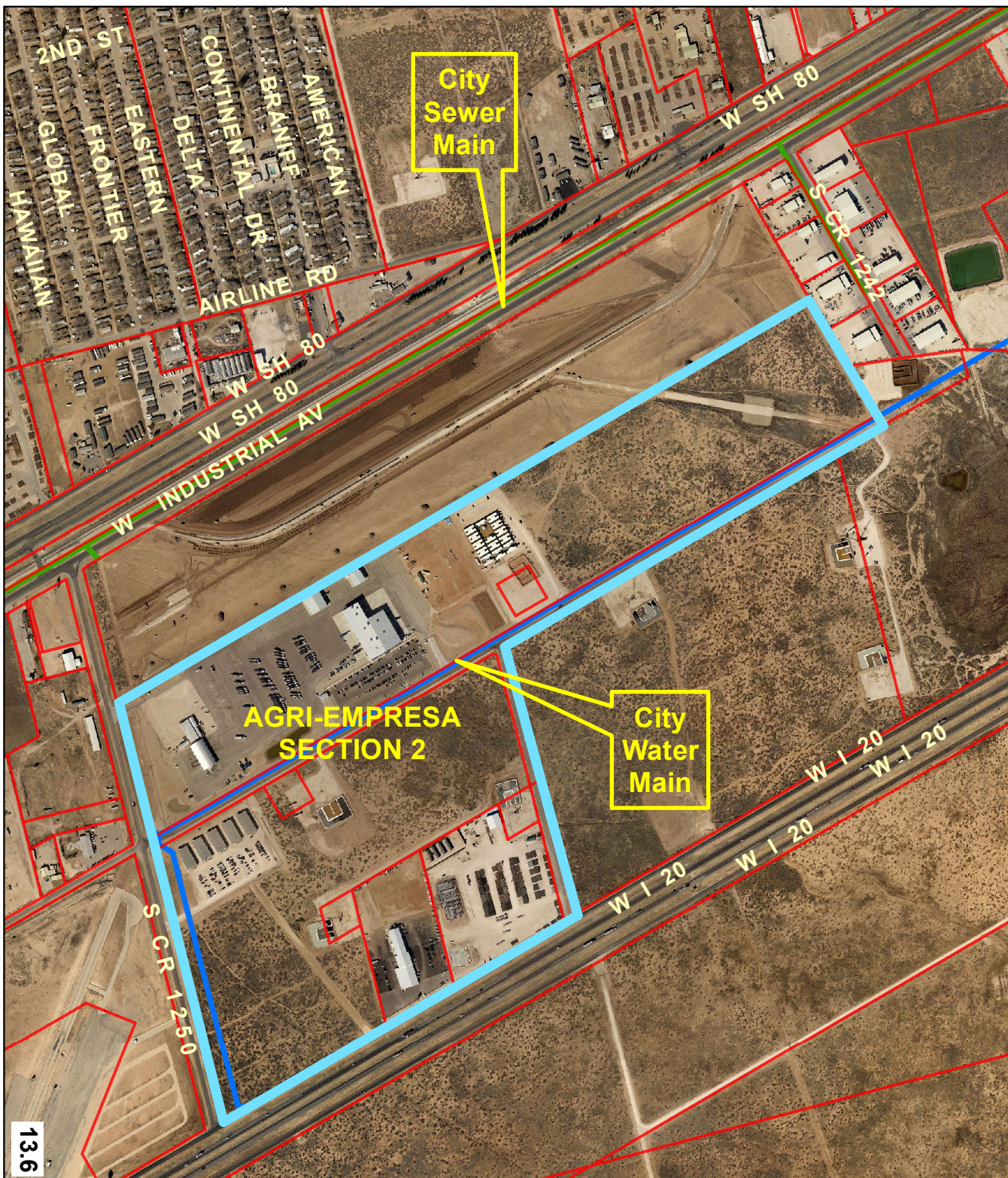


Curb and Gutter Deferral

Agri-Empresa Section 2		
Description	Unit Cost (LF)	Total Cost
12,840 LF Type "A" Curb and Gutter	\$15.00 LF	\$192,600
Additional 15% Contingency		\$28,890
TOTAL		\$221,490

Respectfully,
Andrew L. Mellen, P.E.
Maverick Engineering

Enclosures:
Preliminary Plat
Aerial Site Location (Google Earth 2014)



ENGINEERING DIVISION

MOTION:
Defer Public Improvements

AGRI-EMPRESA SECTION 2



Map by JHC 05/20/2014



City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 05/20/2014

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a motion on a request by Maverick Engineering LLC to defer construction of public paving improvements for the Agri-Empresa Subdivision Section 2, but to allow construction of such items to occur during the next five years. The subject property is generally located on the northeast corner at the intersection of IH 20 and South County Road 1250. (District #2 — Love)

Purpose:

Consider a motion on a request by Maverick Engineering LLC to defer construction of public paving improvements for the Agri-Empresa Subdivision Section 2, but to allow construction of such items to occur during the next five years. The subject property is generally located on the northeast corner at the intersection of IH 20 and South County Road 1250. (District #2 — Love)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Water Distribution	\$0.00
Wastewater Collection	\$0.00
Paving	\$1,650,032.67
Sidewalk	\$0.00
Drainage	\$0.00

Total Value of Deferral	\$1,650,032.67
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Cash deposit or other acceptable security	\$0.00
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Discussion:

The Agri-Empresa Subdivision is a 143-acre development by Schlumberger Technology Corporation to establish their regional headquarters and operations facilities in Midland. Together with the Midland Development Corporation, they have extended the City's water distribution network as far west as S. County Road 1250, which has sparked additional developments west of the Loop and south of Highway 80.

The Agri-Empresa Subdivision Section 2 is a further subdivision of the original development, including dedication of right-of-ways. Maverick Engineering LLC, on behalf of Schlumberger, is proposing to plat the property and defer some of the public improvements. Below is a discussion of the public infrastructure and deferral request related to the development of the property associated with this plat:

1. Water Distribution:

- * Water distribution is considered under a separate request, and is not part of this request.

2. Wastewater Collection:

- * Wastewater collection is considered under a separate request, and is not part of this request.

3. Paving:

- * The applicant is dedicating nearly 6500 feet of right-of-way, including the existing roadway system that is constructed to County standards.
- * The nature of this development and the adjacent neighborhoods is industrial. The existing roadway system that serves this area is subject to deterioration at a faster-than-typical rate due to the heavy industrial truck traffic that is common to this area.
- * Therefore, the applicant is requesting to defer the construction of paving improvements for a period up to five (5) years from the date that the final plat is recorded. Sometime before the end of this 5-year period, the applicant proposes to replace the road system within their plat with roads constructed to City standards—i.e., 12-inch base course and 3-inch asphalt surface course.
- * Deferring construction for five years will allow the applicant to spread the cost of constructing such a large roadway system over a period of time to offset the substantial costs associated with platting and initial development.

4. Drainage:

- * Drainage is considered under a separate request, and is not part of this request.

5. Sidewalk:

- * Sidewalks are considered under a separate request, and are not part of this request.

City Council Agenda Memo

Meeting Date: 05/20/2014

Subject: Agri-Empresa Subdivision Section 2; Paving Improvements 5-yr Deferral

Discussion (cont'd):

Staff supports this deferral request. Attached is a location map, along with a deferral justification and opinion of probable cost from Maverick Engineering LLC.

April 16, 2014

Jose Ortiz
Engineering Director
300 N. Loraine
P.O. Box 1152
Midland, Texas 79702



Attn: Engineering Director-COM Engineering Department

Dear Mr. Ortiz:

Schlumberger Technology Corp., owner of Agri-Empresa Subdivision, Section 2 further described as Block 1 and 2, Agri-Empresa Subdivision, Section 1 and 8.86 acres out of Section 11, Block 40, T-2-S, T&P RR Co. Survey City and County of Midland, Texas. See attached preliminary plat for location.

Sewer

All sewer within the Agri-Empresa Subdivision (Per Attached) Section 2, is being taken care of privately. There is no public sewer required for this subdivision. The necessary public easements are being granted on the east portion of this plat for the routing of a sewer force main regarding the Southern MDC Land.

Paving

Maverick Engineering LLC, on behalf of Schlumberger Technology Corp. (Property Owner), is here by requesting that the City Council defer public improvements for a 5 year time period regarding the said Schlumberger Drive and Big Blue Avenue paving Improvements from County Roadway standard to City of Midland Collector Standard.

Schlumberger Drive and Big Blue Avenue is currently improved per the surrounding industrial development standard. There is no curb or gutter for miles with in the surrounding subdivisions. The current drainage pattern is conducive to having drainage ditches along the said existing improvements

Please see attached for the breakdown of assumed deferral costs.

Water

There is no current need for water improvements for this Agri-Empresa Subdivision pertaining to Schlumberger Technology group.

Sidewalk

Sidewalk and Curbing are to be waived. Please refer to the waiver letter pertaining to these items.

Drainage

Drainage is being taken care of onsite individual lots.

Should you have any questions regarding this deferral or need further information, please do not hesitate to contact me at (432) 262-0999 or by email at: amellen@maverick-eng.com

Respectfully,
Andrew L. Mellen, P.E.
Maverick Engineering

Enclosures:

COM Spreadsheet – Cost Break Outs Paving
Preliminary Plat
Aerial Site Location (Google Earth 2014)

Summary of Public Improvement Deferral - Opinion of Probable Cost

Location: Schlumberger Drive and Big Blue
Engineer: City of Midland Collector

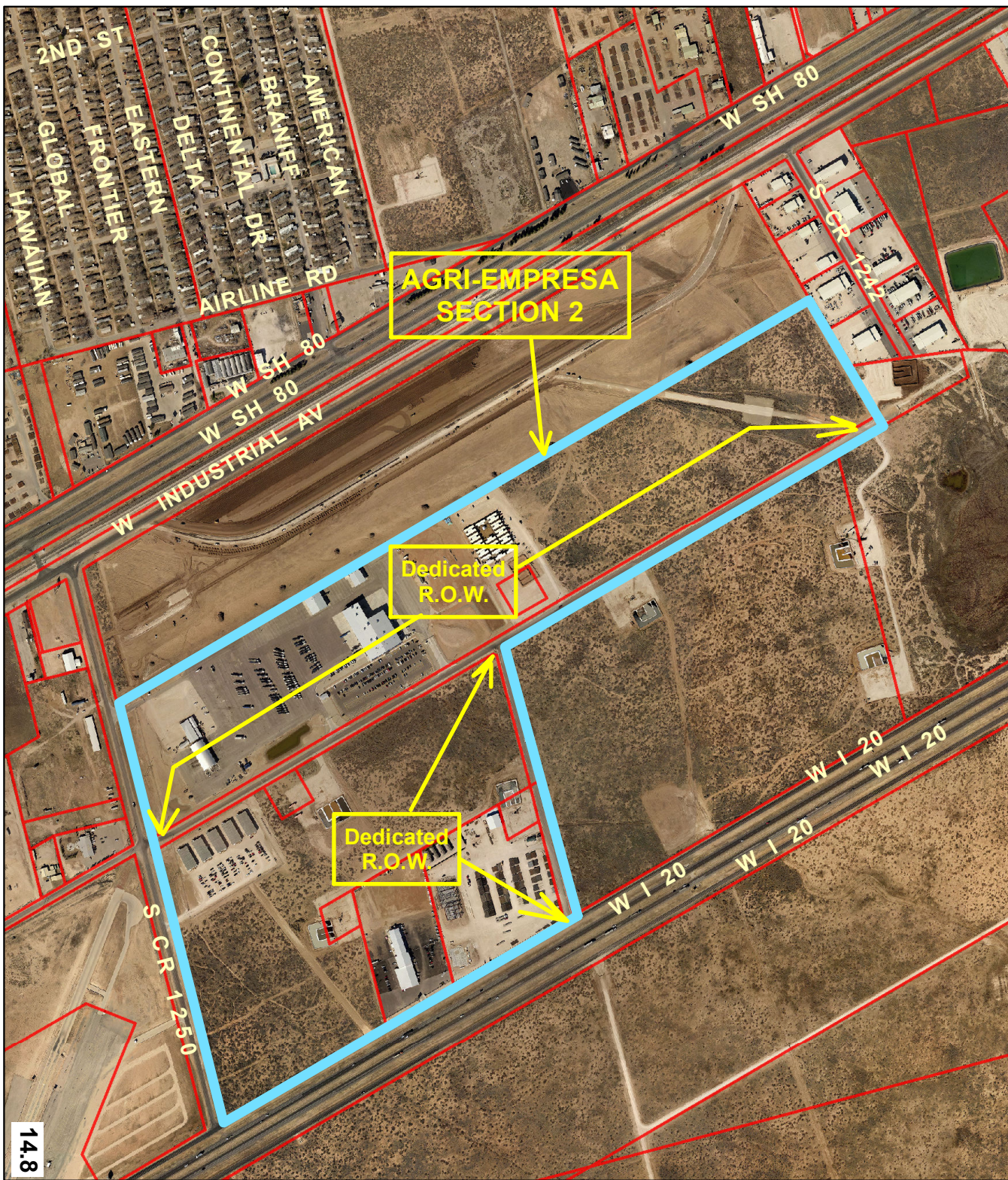
Summary	Total
Wastewater Main Improvements	\$0.00
Water Main Improvements	\$0.00
Paving Improvements	\$1,650,032.67
Construction Total	\$1,650,032.67

Paving Deferral - Opinion of Probable Cost

Location: Schlumberger Drive and Big Blue
 Engineer: City of Midland Collector

Paving Width	47
Length of Paving	6420
Base Rock Depth - Bottom Lift (in)	6
Base Rock Depth - Top Lift (in) - (6" min - 8" max)	6
Base Rock Unit Weight (95% Standard Proctor)	135
Base Rock waste	5%
HMAC thickness (in)	3.5
HMAC waste	5%

Paving	Quantity	Unit	Unit Price	Total
ROW Preparation	6420	LF	10.00	64200.00
24" Curb & Gutter	0	LF	15.00	0.00
Excavation	11651.11	CY	5.00	58255.56
Scarify / Shape / Compact Sub-grade	34953.33	SY	3.50	122336.67
Base Rock - Bottom Lift (Material Only)	11147.93	TN	9.50	105905.32
Base Rock - Top Lift (Material Only)	9782.88	TN	9.50	92937.32
Shape / Compact Base Rock - Bottom Lift	34953.33	SY	3.50	122336.67
Shape / Compact Base Rock - Top Lift	30673.33	SY	3.50	107356.67
Tack Coat	30673.33	SY	1.00	30673.33
HMAC (Material Only)	6199.85	TN	80.00	495987.80
Installation of HMAC Surface Course	30673.33	SY	4.00	122693.33
Erosion Protection (\$/100 LF)	64.2	LS	1000.00	64200.00
Construction Staking (\$/100LF)	64.2	LS	500.00	32100.00
Traffic Control / Job Site Safety (\$/100LF)	64.2	LS	250.00	16050.00
Contingency (nearest \$1000)	15%			215000.00
Construction Total				\$1,650,032.67
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	0%			0.00
Construction Administration	0%			0.00
TOTAL				\$1,650,032.67



ENGINEERING DIVISION

MOTION:
Defer Paving Improvements
for 5 Years

AGRI-EMPRESA SECTION 2



Map by JHC 05/20/2014



City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 05/20/2014

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a resolution authorizing City staff to accept a pedestrian access easement from Midland Independent School District for the purpose of constructing public sidewalks to serve The Vineyard Addition Section 4. (District #1 — Sparks)

Purpose:

Consider a resolution authorizing City staff to accept a pedestrian access easement from Midland Independent School District for the purpose of constructing public sidewalks to serve The Vineyard Addition Section 4. (District #1 — Sparks)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A Public Pedestrian Access Easement is being dedicated by Midland Independent School District at no cost to the City.

Discussion:

The Barbara Fasken Elementary School is located in the Vineyard Addition Section 4, at the southwest corner of the Sandstone Drive and Sherwood Drive intersection. Sherwood Drive was designed and constructed as an aesthetic entrance to the Vineyard Addition. As such, a curvilinear sidewalk was built on each side of the boulevard-style street, between Holiday Hill Road and Sandstone Drive.

For that reason, the Barbara Fasken Elementary School site design extends the curvilinear sidewalk along its frontage on Sherwood Drive, west of Sandstone Drive. To accommodate the extra width needed to achieve the curvilinear alignment, the school district is dedicating a 7-foot wide public pedestrian access easement on its property.

City Council Agenda Memo

Meeting Date: 05/20/2014

Subject: Pedestrian Access Easement, Vineyard Addn Sec 4

Discussion (cont'd):

Staff supports accepting this pedestrian easement.

The easement agreement is attached, as is a location map showing the Vineyard Addition Section 4 and the pedestrian easement.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF
A 0.130-ACRE NON-EXCLUSIVE PEDESTRIAN ACCESS
EASEMENT LOCATED IN LOT 1, BLOCK 3, THE
VINEYARD ADDITION, SECTION 4, MIDLAND,
MIDLAND COUNTY, TEXAS; AND ORDERING
RECORDATION BY THE CITY SECRETARY; THE
CITY IS PURCHASING THE EASEMENT FROM THE
MIDLAND INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the City Council finds it to be in the public interest to authorize the acceptance of a 0.130-acre pedestrian access easement located in Lot 1, Block 3, The Vineyard Addition, Section 4, Midland, Midland County, Texas, for the use and benefit of the public;

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

SECTION ONE. That the 0.130-acre pedestrian access easement located in Lot 1, Block 3, The Vineyard Addition, Section 4, Midland, Midland County, Texas, is hereby accepted. A copy of said easement is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION TWO. That the City Secretary is hereby authorized and directed to file said easement in the Deed Records of Midland County, Texas.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2014, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Director of Engineering Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PEDESTRIAN EASEMENT

STATE OF TEXAS §
 § KNOW ALL PEOPLE BY THESE PRESENTS:
COUNTY OF MIDLAND §

That, MIDLAND INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "**Grantor**", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to Grantor in hand paid by the CITY OF MIDLAND, TEXAS, hereinafter referred to as "**Grantee**", has GIVEN, GRANTED, SOLD, CONVEYED, and DEDICATED, and by these presents, does GIVE, GRANT, SELL CONVEY and DEDICATE, unto Grantee for the use, benefit and control of Grantee and its successors and assigns, a NON-EXCLUSIVE pedestrian easement and right-of-way over, across, under, and upon that certain real property located in Midland, Midland County, Texas (the "**Easement Tract**") being more particularly described on Exhibit A attached hereto and incorporated herein for all purposes.

Together with the NON-EXCLUSIVE right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said sidewalk improvements and related appurtenances; the right to relocate the improvements within the easement; the right to remove from the property all trees and parts thereof or other obstructions, with the express, written permission of Grantor, which may interfere with the exercise of the rights granted hereunder; the right to excavate, deposit, or to fill material thereon; leveling and/or grading as necessary, and the right of exercising all other rights hereby granted, and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building will be placed on said Easement Tract. Grantee expressly agrees that it will remove from said land all surplus material. Grantee specifically acknowledges and agrees the use of the Easement Tract shall not be exclusive, but shall be used in common with Grantor, and its successors, assigns, invitees, licensees, agents, employees, and such other and further grantees of easements, licenses, and rights over and across the Easement Tract as may from time to time exist. Grantor further reserves all oil, gas, and mineral interests in, on, or under the Easement Tract.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors, and assigns, until the use of the Easement Tract shall be permanently abandoned or terminated in the manner set forth herein, and Grantor does hereby bind its legal representatives, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when such claim is by, through, or under Grantor, but not otherwise.

The easement and rights herein granted are subject to any recorded easements, restrictions, and other matters of record in the Real Property Records of Midland County, Texas.

TO THE EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, DAMAGES, FEES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF DISPUTE RESOLUTION), OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO (i) THE PERIOD AFTER THE EFFECTIVE DATE HEREOF; (ii) GRANTEE'S USE OF THE EASEMENT TRACT OR CONSTRUCTION OF ANY FACILITIES WITHIN OR UNDER THE EASEMENT TRACT; AND/OR (iii) AND/OR FAILURE TO PERFORM ANY DUTY, RESPONSIBILITY OR OBLIGATION OF THE GRANTEE WITH RESPECT TO THE EASEMENT. GRANTOR DOES HEREBY AGREE THAT THE DUTIES AND OBLIGATIONS IN THIS PARAGRAPH SHALL BE BINDING ON ITS SUCCESSORS.

[SIGNATURE PAGE(S) FOLLOW]

EXECUTED AND EFFECTIVE as of the date this 29th day of April, 2014.

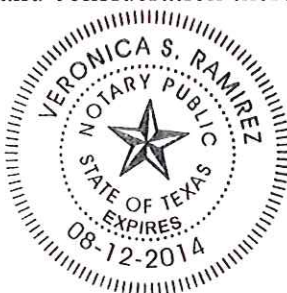
GRANTOR:

MIDLAND INDEPENDENT SCHOOL DISTRICT

By: [Signature]
Name: Ryder Warren
Title: Superintendent

STATE OF TEXAS §
 §
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 29th day of April, 2014, 2014, personally appeared Ryder Warren, Superintendent of MIDLAND INDEPENDENT SCHOOL DISTRICT, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she or he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.



[Signature]
Notary Public, State of Texas

AGREED AND ACCEPTED as of the date first set forth above.

GRANTEE:

CITY OF MIDLAND, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2014, personally appeared _____, _____ of the CITY OF MIDLAND, TEXAS, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she or he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

.130 ACRES

Northstar Land Surveying, Inc.

9033 Aero Street, Suite 105

San Antonio, Texas 78217

(210) 826-6228

TBPLS Firm Registration Number 10193967

**FIELD NOTES FOR
THE VINEYARD ADDITION SECTION 4
PEDESTRIAN EASEMENT**

BEING 0.130 ACRES OF LAND OUT OF LOT 1, BLOCK 3, THE VINEYARD ADDITION, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, AS RECORDED IN CABINET H, PAGE 234, PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: At a found ½ inch iron rod, the north corner of the cutback right-of-way line joining the south right-of-way line of Sherwood Drive and the west right-of-way line of Sandstone Drive as recorded in Cabinet I, Page 137, Plat Records of Midland County, Texas, the north corner of the herein described easement;

THENCE: South 59 degrees 23 minutes 31 seconds East (bearings are based on the Texas State Plane Coordinate System Grid for the Central Zone), 28.29 feet coincident with said cutback right-of-way line to a found ½ inch iron rod on the west right-of-way line of Sandstone Drive, the east corner of said cutback right-of-way line, the northeast corner of the herein described easement;

THENCE: South 14 degrees 23 minutes 33 seconds East, 2.83 feet coincident with the west right-of-way line of Sandstone Drive, to an angle point of the herein described easement;

THENCE: North 59 degrees 23 minutes 31 seconds West, 22.39 feet to an angle point of the herein described easement;

THENCE: South 75 degrees 36 minutes 27 seconds West, 148.24 feet to the beginning of a curve to the left;

THENCE: 348.07 feet with the curve to the left, concave to the southeast, having a central angle of 45 degrees 01 minute 05 seconds, a radius of 443.00 feet, and a chord bearing and length of South 53 degrees 05 minutes 54 seconds West, 339.19 feet to the end of this curve;

THENCE: South 30 degrees 35 minutes 23 seconds West, 210.18 feet to the beginning of a curve to the right;

Continued . . .

THENCE: 96.28 feet with the curve to the right, concave to the northwest, having a central angle of 12 degrees 04 minutes 14 seconds, a radius of 457.00 feet, and a chord bearing and length of South 36 degrees 37 minutes 30 seconds West, 96.10 feet to the cutback right-of-way line joining the northeast right-of-way line of Val Verde Drive and the southeast right-of-way line of Sherwood Drive, the south corner of the herein described easement;

THENCE: North 00 degree 45 minutes 03 seconds East, 10.58 feet coincident with said cut-back right-of-way line, to a found ½ inch iron rod, the beginning of a curve to the left, the west corner of the herein described easement;

THENCE: With the southeast and south right-of-way line of Sherwood Drive the following:

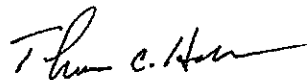
86.93 feet with the curve to the left, concave to the northwest, having a central angle of 11 degrees 04 minutes 04 seconds, a radius of 450.00 feet, and a chord bearing and length of North 36 degrees 07 minutes 25 seconds East, 86.79 feet to a found ½ inch iron rod, the end of this curve;

North 30 degrees 35 minutes 23 seconds East, 210.18 feet to a found ½ iron rod, the beginning of a curve to the right;

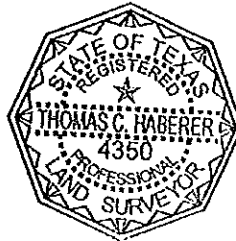
353.57 feet with the curve to the right, concave to the southeast, having a central angle of 45 degrees 01 minute 05 seconds, a radius of 450.00 feet, and a chord bearing and length of North 53 degrees 05 minutes 54 seconds East, 344.55 feet to a found ½ inch iron rod, the end of this curve;

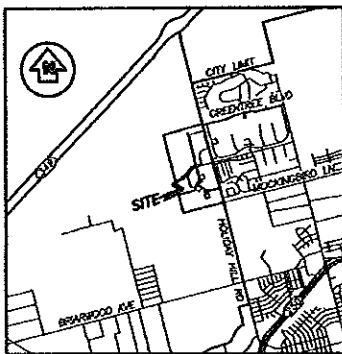
North 75 degrees 36 minutes 27 seconds East, 144.07 feet to the **POINT OF BEGINNING**, containing 0.130 acres.

These Field Notes are based on a survey made on the ground and a survey map prepared by employees of Northstar Land Surveying, Inc. who were working under my supervision.



Thomas C. Haberer
Registered Professional Land Surveyor #4350
April 27, 2014
Job No. 5-13-0021(Pedestrian Easement)





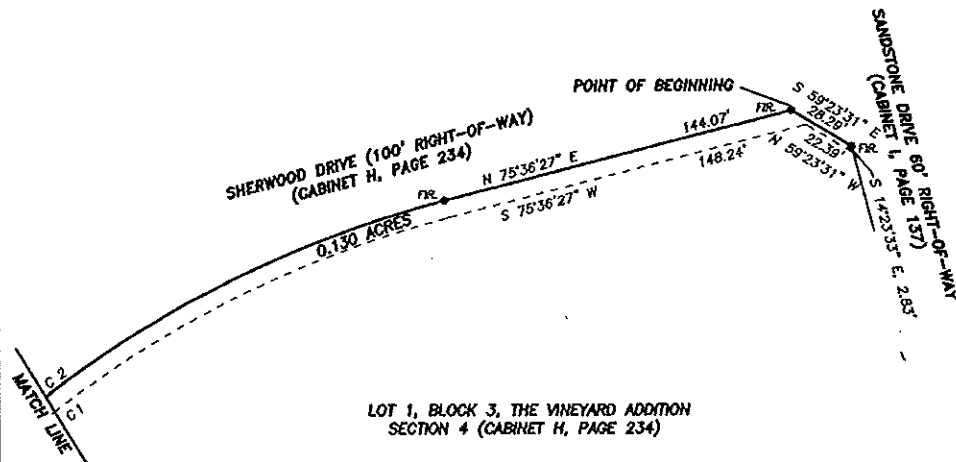
LOCATION MAP
(NOT TO SCALE)

ALL FOUND 1/2" IRON RODS HAVE
RED PLASTIC CAPS WHICH INDICATE
THAT THEY WERE SET BY WEST ENG.
EXCEPT WHERE NOTED.



SCALE 1" = 50'
0' 25' 50' 100'

BEARINGS ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM GRID
FOR THE CENTRAL ZONE.



LOT 1, BLOCK 3, THE VINEYARD ADDITION
SECTION 4 (CABINET H, PAGE 234)

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	45° 01' 05"	443.00'	348.07'	339.19'	S 53°05'54" W
C2	45° 01' 05"	450.00'	353.57'	344.55'	N 53°05'54" E
C3	12° 04' 14"	457.00'	86.27'	96.10'	S 36°37'30" W
C4	11° 04' 04"	450.00'	86.93'	86.79'	N 36°07'25" E

A SURVEY OF
THE VINEYARD ADDITION SECTION 4
PEDESTRIAN EASEMENT

SHEET 1 OF 2

BEING 0.130 ACRES OF LAND OUT OF LOT 1, BLOCK 3,
THE VINEYARD ADDITION SECTION 4, CITY AND COUNTY OF
MIDLAND, TEXAS, AS RECORDED IN CABINET H, PAGE 234,
PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

THE PROFESSIONAL SERVICES PROVIDED HEREWITH
INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



**NORTHSTAR LAND
SURVEYING, INC.**
8033 AERO ST., SUITE 105
SAN ANTONIO, TEXAS 78217
(210) 826-8228
TBPLS FIRM REGISTRATION NO. 10193967

JOB NO. 5-13-0021-SECT-4, PEDESMT
DRAWN BY: TCH
DISK NUMBER: 1-2013

STATE OF TEXAS
COUNTY OF BEXAR

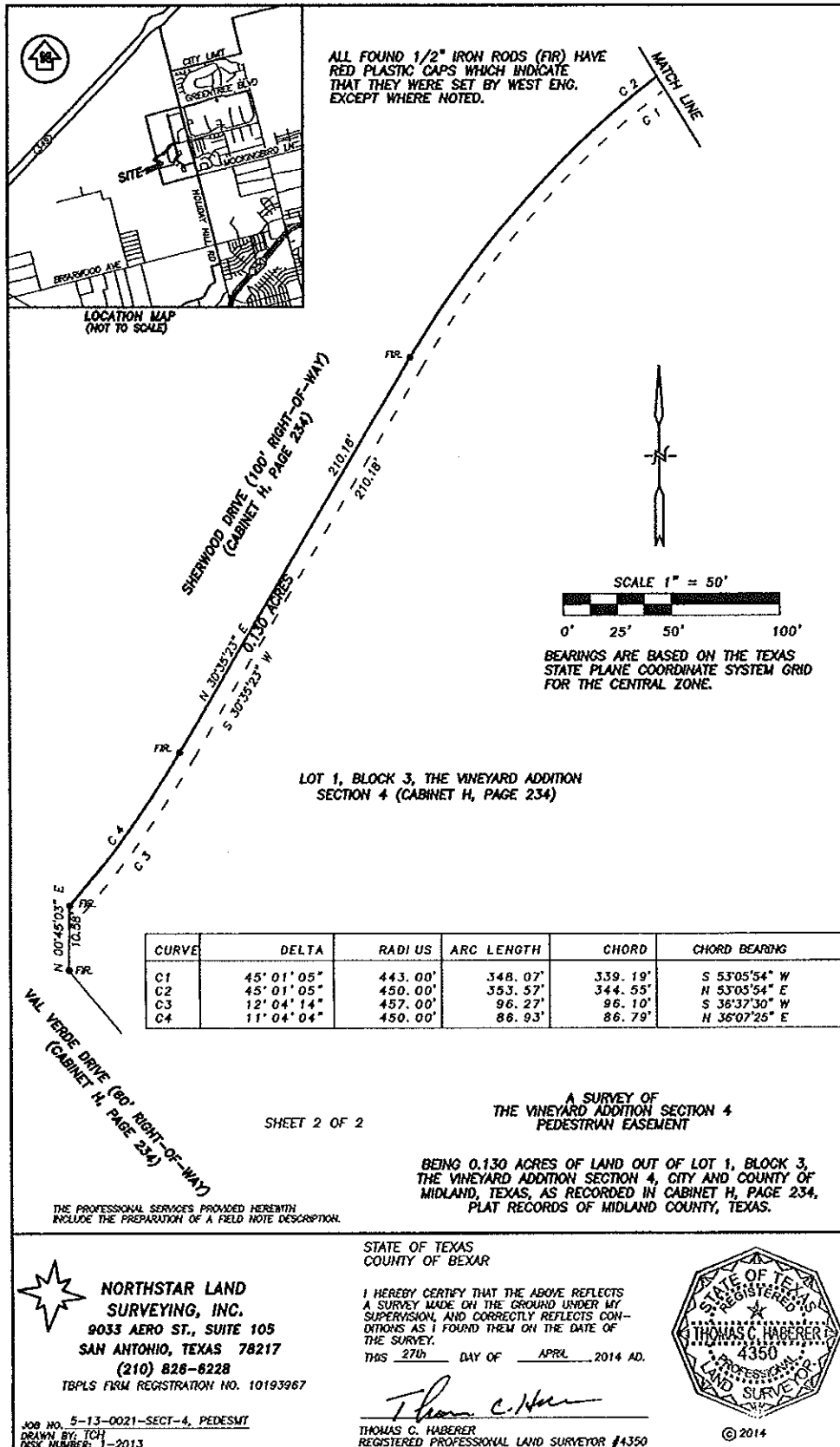
I HEREBY CERTIFY THAT THE ABOVE REFLECTS
A SURVEY MADE ON THE GROUND UNDER MY
SUPERVISION, AND CORRECTLY REFLECTS CON-
DITIONS AS I FOUND THEM ON THE DATE OF
THE SURVEY.
THIS 27th DAY OF APRIL, 2014 AD.

Thomas C. Haber

THOMAS C. HABERER
REGISTERED PROFESSIONAL LAND SURVEYOR #4350



© 2014





ENGINEERING DIVISION

RESOLUTION:
Pedestrian Access Easement

THE VINEYARD ADDITION
SECTION 4
(BARBARA FASKEN ELEM SCHOOL)



Map by JHC 05/20/2014



City Council Agenda

Approved for Agenda:
rwpattick
City Manager's Office

MEETING DATE: 05/20/2014

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a resolution authorizing City staff to accept a wastewater utility easement on lands owned by Western-T Corporation, assigned from Fasken Land & Minerals Ltd., for the purpose of constructing public wastewater utility improvements to serve The Vineyard Addition.
(District #1 — Sparks)

Purpose:

Consider a resolution authorizing City staff to accept a wastewater utility easement on lands owned by Western-T Corporation, assigned from Fasken Land and Minerals Ltd., for the purpose of constructing public wastewater utility improvements to serve The Vineyard Addition. (District #1 — Sparks)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A Public Wastewater Easement is being assigned by Vineyard Reserve LLC and Fasken Land & Minerals Ltd. at no cost to the City.

Discussion:

The Vineyard Addition, a large mixed-use subdivision on the west side of Holiday Hill Road opposite Green Tree Country Club Estates, needed access to the wastewater collection system. By installing a large trunk wastewater main around the north side of the Green Tree North Addition, from Midland Drive to Holiday Hill Road, a wastewater lift station serving Green Tree was also removed from service, making the system more reliable. Wastewater collection will now also be available to future development on the northern portions of Holiday Hill Road.

City Council Agenda Memo

Meeting Date: 05/20/2014

Subject: Wastewater Utility Easement, Vineyard Addn Sec 4

Discussion (cont'd):

So, the purpose of these easements is to construct a trunk wastewater main that extends the existing main on Midland Drive, from the east side of the Green Tree North Addition to the Vineyard Addition on Holiday Hill Rd. The wastewater trunk main was constructed by Fasken Land & Minerals Ltd., with participation by the City. As such, Fasken procured an easement from Button Estes Ranch Ltd. and from Western-T Corporation, the two property owners through which the wastewater trunk main is installed. Now, Fasken is assigning the easements to the City.

Staff supports accepting the assignment of these wastewater easement.

The easement assignment is attached, as is a location map showing the wastewater easement.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING AN ASSIGNMENT OF A
SANITARY SEWER EASEMENT FROM VINEYARD
RESERVE, LLC., A TEXAS LIMITED LIABILITY
COMPANY; AUTHORIZING THE EXECUTION OF
SAID ASSIGNMENT OF A SANITARY SEWER
EASEMENT; AND ORDERING RECORDATION BY THE
CITY SECRETARY**

WHEREAS, Western-T Corporation granted to Vineyard Reserve, LLC a sanitary sewer easement which was recorded on August 19, 2013, under Document No. 2013-19858 of the Official Public Records of Real Property of Midland County, Texas; and

WHEREAS, the City Council finds it to be in the public interest to accept and authorize the execution of an assignment of said sanitary sewer easement for the use and benefit of the public for utility purposes;

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

SECTION ONE. That the assignment of the sanitary sewer easement which was recorded on August 19, 2013, under Document No. 2013-19858 of the Official Public Records of Real Property of Midland County, Texas, is hereby accepted. A copy of said assignment is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to execute said assignment.

SECTION THREE. That the City Secretary is hereby authorized and directed to file said assignment in the Deed Records of Midland County, Texas.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2014, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Director of Engineering Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

ASSIGNMENT OF SANITARY SEWER EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

VINEYARD RESERVE, LLC., a Texas limited liability company, ("Assignor") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, in hand paid by the CITY OF MIDLAND, TEXAS ("Assignee"), has ASSIGNED, SOLD, TRANSFERRED, and CONVEYED and by these presents does ASSIGN, SELL, TRANSFER, and CONVEY unto Assignee for the use, benefit, and control of Assignee, all those rights, liabilities, and responsibilities originally granted to Assignor in that certain Sanitary Sewer Easement (the "Easement") by and between Western-T Corporation, a Texas corporation, and Assignor which was recorded on August 19, 2013 under Document No. 2013-19858 of the Official Public Records of Real Property of Midland County, Texas; and by its execution hereof, Assignee hereby accepts such rights, liabilities, and responsibilities.

AFTER THE EFFECTIVE DATE HEREOF, TO THE EXTENT PERMITTED BY LAW ASSIGNEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, DAMAGES, FEES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF DISPUTE RESOLUTION), OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO ASSIGNEE'S USE OF THE EASEMENT OR CONSTRUCTION OF ANY FACILITIES WITHIN OR UNDER THE EASEMENT, AND/OR FAILURE TO PERFORM ANY DUTY, RESPONSIBILITY OR OBLIGATION OF THE ASSIGNEE WITH RESPECT TO THE EASEMENT. ASSIGNEE DOES HEREBY AGREE THAT THE DUTIES AND OBLIGATIONS IN THIS PARAGRAPH SHALL BE BINDING ON ITS SUCCESSORS AND/OR ASSIGNS.

Both signing on behalf of Assignor and Assignee hereby confirm that they have the authority to execute this Assignment on behalf of the party indicated by their signature and have the authority to bind such party hereto.

This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND EFFECTIVE as of the ____ day of _____, 2014 ("Effective Date").

ASSIGNOR:

VINEYARD RESERVE, LLC, a Texas limited liability company

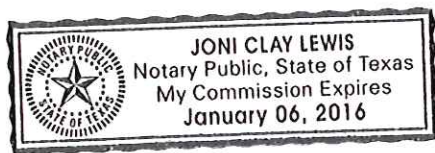
By: FASKEN MANAGEMENT, LLC,
a Texas limited liability company,
its Manager

By: Charles F. Hedges, Jr.
Name: Charles F. Hedges, Jr.
Title: Senior Vice- President

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Charles F. Hedges, Jr., Senior Vice-President of FASKEN MANAGEMENT, LLC, a Texas limited liability company, Manager of VINEYARD RESERVE, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this 8th day of May, 2014.



Joni Clay Lewis
Notary Public in and for the State of Texas

AGREED AND ACCEPTED as of the Effective Date.

ASSIGNEE:

THE CITY OF MIDLAND, TEXAS,

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 2014
by _____, _____ of the City of Midland, Texas,
who is known to me to be the person whose name is subscribed on the foregoing instrument, and
who acknowledged to me that he or she executed the same for the purposes set forth therein and
on behalf of the City of Midland, Texas.

Notary Public, in and for the State of Texas

ENGINEERING DIVISION

MOTION: Wastewater Easement Assignment

THE VINEYARD ADDITION



Map by JHC 05/20/2014



City Council Agenda

Approved for Agenda:
rwpattick
City Manager's Office

MEETING DATE: 05/20/2014

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a resolution authorizing City staff to accept a wastewater utility easement on lands owned by Button Estes Ranch Ltd., assigned from Fasken Land & Minerals Ltd., for the purpose of constructing public wastewater utility improvements to serve The Vineyard Addition.
(District #1 — Sparks)

Purpose:

Consider a resolution authorizing City staff to accept a wastewater utility easement on lands owned by Button Estes Ranch Ltd., assigned from Fasken Land and Minerals Ltd., for the purpose of constructing public wastewater utility improvements to serve The Vineyard Addition. (District #1 — Sparks)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A Public Wastewater Easement is being assigned by Vineyard Reserve LLC and Fasken Land & Minerals Ltd. at no cost to the City.

Discussion:

The Vineyard Addition, a large mixed-use subdivision on the west side of Holiday Hill Road opposite Green Tree Country Club Estates, needed access to the wastewater collection system. By installing a large trunk wastewater main around the north side of the Green Tree North Addition, from Midland Drive to Holiday Hill Road, a wastewater lift station serving Green Tree was also removed from service, making the system more reliable. Wastewater collection will now also be available to future development on the northern portions of Holiday Hill Road.

City Council Agenda Memo

Meeting Date: 05/20/2014

Subject: Wastewater Utility Easement, Vineyard Addn Sec 4

Discussion (cont'd):

So, the purpose of these easements is to construct a trunk wastewater main that extends the existing main on Midland Drive, from the east side of the Green Tree North Addition to the Vineyard Addition on Holiday Hill Rd. The wastewater trunk main was constructed by Fasken Land & Minerals Ltd., with participation by the City. As such, Fasken procured an easement from Button Estes Ranch Ltd. and from Western-T Corporation, the two property owners through which the wastewater trunk main is installed. Now, Fasken is assigning the easements to the City.

Staff supports accepting the assignment of these wastewater easement.

The easement assignment is attached, as is a location map showing the wastewater easement.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING AN ASSIGNMENT OF A
SANITARY SEWER EASEMENT FROM FASKEN LAND
AND MINERALS, LTD.; AUTHORIZING THE
EXECUTION OF SAID ASSIGNMENT OF A SANITARY
SEWER EASEMENT; AND ORDERING RECORDATION
BY THE CITY SECRETARY; FASKEN LAND AND
MINERALS RECEIVED THE EASEMENT FROM
BUTTON ESTES RANCH LTD.**

WHEREAS, Button Estes Ranch, Ltd. granted to Fasken Land and Minerals, Ltd. a sanitary sewer easement which was recorded on December 5, 2012, under Document No. 2012-26500 of the Official Public Records of Real Property of Midland County, Texas; and

WHEREAS, the City Council finds it to be in the public interest to accept and authorize the execution of an assignment of said sanitary sewer easement for the use and benefit of the public for utility purposes;

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

SECTION ONE. That the assignment of the sanitary sewer easement which was recorded on December 5, 2012, under Document No. 2012-26500 of the Official Public Records of Real Property of Midland County, Texas, is hereby accepted. A copy of said assignment is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to execute said assignment.

SECTION THREE. That the City Secretary is hereby authorized and directed to file said assignment in the Deed Records of Midland County, Texas.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2014, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Director of Engineering Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

ASSIGNMENT OF SANITARY SEWER EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

FASKEN LAND AND MINERALS, LTD., a Texas limited partnership ("Assignor") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, in hand paid by the CITY OF MIDLAND, TEXAS ("Assignee"), has ASSIGNED, SOLD, TRANSFERRED, and CONVEYED and by these presents does ASSIGN, SELL, TRANSFER, and CONVEY unto Assignee for the use, benefit, and control of Assignee, all those rights, liabilities, and responsibilities originally granted to Assignor in that certain Sanitary Sewer Easement (the "Easement") by and between BUTTON ESTES RANCH, LTD., a Texas limited partnership, and Assignor which was recorded on December 5, 2012 under Document No. 2012-26500 of the Official Public Records of Real Property of Midland County, Texas; and by its execution hereof, Assignee hereby accepts such rights, liabilities, and responsibilities.

AFTER THE EFFECTIVE DATE HEREOF, TO THE EXTENT PERMITTED BY LAW ASSIGNEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, DAMAGES, FEES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF DISPUTE RESOLUTION), OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO ASSIGNEE'S USE OF THE EASEMENT OR CONSTRUCTION OF ANY FACILITIES WITHIN OR UNDER THE EASEMENT, AND/OR FAILURE TO PERFORM ANY DUTY, RESPONSIBILITY OR OBLIGATION OF THE ASSIGNEE WITH RESPECT TO THE EASEMENT. ASSIGNEE DOES HEREBY AGREE THAT THE DUTIES AND OBLIGATIONS IN THIS PARAGRAPH SHALL BE BINDING ON ITS SUCCESSORS AND/OR ASSIGNS.

Both signing on behalf of Assignor and Assignee hereby confirm that they have the authority to execute this Assignment on behalf of the party indicated by their signature and have the authority to bind such party hereto.

This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

Exhibit "A"

EXECUTED AND EFFECTIVE as of the ____ day of _____, 2014 ("Effective Date").

ASSIGNOR:

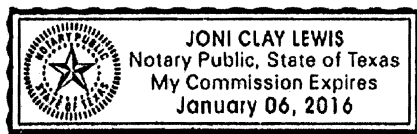
FASKEN LAND AND MINERAL, LTD.,
a Texas limited partnership

By: Fasken Management, LLC,
a Texas limited liability company,
its General Partner

By: Charles F. Hedges, Jr.
Charles F. Hedges, Jr., Senior Vice-President

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 8th day of May, 2014 by Charles F. Hedges, Jr., Senior Vice-President of Fasken Management, LLC, a Texas limited liability company, as General Partner of Fasken Land and Mineral, Ltd., a Texas limited partnership, who is known to me to be the person whose name is subscribed on the foregoing instrument, and who acknowledged to me that he executed the same for the purposes set forth therein and on behalf of said limited partnership.



Joni Clay Lewis
Notary Public, in and for the State of Texas

AGREED AND ACCEPTED as of the Effective Date.

ASSIGNEE:

THE CITY OF MIDLAND, TEXAS,

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 2014
by _____, _____ of the City of Midland, Texas,
who is known to me to be the person whose name is subscribed on the foregoing instrument, and
who acknowledged to me that he or she executed the same for the purposes set forth therein and
on behalf of the City of Midland, Texas.

Notary Public, in and for the State of Texas

ENGINEERING DIVISION

MOTION: Wastewater Easement Assignment

THE VINEYARD ADDITION



Map by JHC 05/20/2014



City Council Agenda

Approved for Agenda:
csharp
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Robert Isbell / Fire Chief

SUBJECT: Consider a Resolution ratifying the fire code relating to fire lanes

Purpose:

Consider a resolution to ratify the International Fire Code, 2009 edition relating to approving fire lanes

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No impact.

Discussion:

The Midland Fire Department currently operates under the 2009 International Fire Code which designates "The marking of fire lanes on private property, devoted to public use, shall be approved by the fire marshal and the chief of police" (7-1-8). The fire marshal routinely approves and requires fire lanes in the interest of public safety and in compliance with current code provisions outlined in the current code.

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE FINDINGS BY THE
FIRE MARSHAL AND THE POLICE CHIEF THAT ALL
FIRE LANES EXISTING IN THE CITY OF MIDLAND
ON MAY 20, 2014, ARE MARKED AND LOCATED
CORRECTLY**

WHEREAS, the City Council finds it to be in the public interest to adopt the findings by the Fire Marshal and the Police Chief that all fire lanes existing in the City of Midland on May 20, 2014, are marked and located correctly; and

WHEREAS, the City Council requires the Fire Marshal and Police Chief to approve the markings and locations of all fire lanes;

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

THAT the finding of the Fire Marshal and Police Chief that all fire lanes are marked and located correctly as of May 20, 2014, is hereby approved for all purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2014, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT AND
COMPLETENESS:

Robert Isbell, Fire Chief

Price Robinson, Police Chief

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
csharp
City Manager's Office

MEETING DATE: 5/20/2014

TO: City Council / City Manager

FROM: Price Robinson, Chief of Police

SUBJECT: Consider a resolution to appropriate interest earned on the FY2011 Justice Assistance Grant funds

Purpose:

Consider a resolution to appropriate interest earned on the FY2011 Justice Assistance Grant funds

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That the sum of \$38.84 is hereby appropriated from the Department of Justice Grant Fund (074) Unappropriated Fund Balance (5650) to the 2011 JAG City Portion (7077)

Discussion:

As a requirement of the grant, the FY2011 Justice Assistance Grant funds were deposited into an interest bearing account. The entire grant award plus interest must be expended or returned to the Federal Government. Therefore, we are requesting that the interest be made accessible through this appropriation in order to make use of all of the funding that has been made available to us.

RESOLUTION NO. _____

**RESOLUTION APPROPRIATING INTEREST EARNED
IN THE AMOUNT OF \$38.84 ON THE FY2011 JUSTICE
ASSISTANCE GRANT FUNDS; THE GRANT AWARD
PLUS INTEREST MUST BE EXPENDED OR RETURNED
TO THE FEDERAL GOVERNMENT AS A
REQUIREMENT OF THE GRANT**

WHEREAS, the previously accepted FY2011 Justice Assistance Grant has earned \$38.84 in interest; and

WHEREAS, the entire grant award plus interest must be expended or returned to the Federal Government; and

WHEREAS, the City Council finds it to be in the public interest to appropriate said earned interest to provide funding for the Midland Police Department;

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

THAT the sum of \$38.84 is hereby appropriated from the Department of Justice Grant Fund (074) Unappropriated Fund Balance (5650) to the 2011 JAG City Portion (7077).

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., 2014, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

Pam Simecka, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

Price Robinson, Police Chief

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Leon Capital Group for a zone change from FD, Future Development District, to O-2, Office District, MF-1, Multiple-Family Dwelling District, and LR-2, Local Retail District on Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of Avalon Drive and Deauville Boulevard.) District-4.

Purpose:

Consider an ordinance on second reading on a request by Leon Capital Group for a zone change from FD, Future Development District, to O-2, Office District, MF-1, Multiple-Family Dwelling District, and LR-2, Local Retail District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City for processing this application.

Discussion:

The subject property is located on the northeast corner of the intersection of Avalon Drive and Deauville Boulevard. The owner, Leon Capital Group is requesting a zone change on their property from FD, Future Development District to a 3.30-acre tract of O-2, Office District, an 11.74-acre tract of MF-1, Multiple-Family Dwelling District, and a 23.92-acre tract of LR-2, Local Retail District.

The City Council voted to approve this ordinance on first reading on April 22, 2014. On May 6, 2014, the City Council heard this case on second reading and voted to defer action until the applicant submitted an updated Traffic Impact Analysis for this site. The applicant has submitted an updated Traffic Impact Analysis that has been reviewed and approved by the Director of Engineering Services. This ordinance is now ready for consideration on second and final reading.

Attachments:

Revised Traffic Impact Study

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 3.30-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN O-2, OFFICE DISTRICT; BY PERMITTING AN 11.74-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN MF-1, MULTIPLE-FAMILY DWELLING DISTRICT; BY PERMITTING AN 23.92-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT; SAID TRACTS BEING OUT OF LOT 7A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF AVALON DRIVE AND DEAUVILLE BOULEVARD); 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 and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an O-2, Office District, an MF-1, Multiple-Family Dwelling District, and an LR-2, Local Retail District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned FD, Future

Development District, and it shall be used as an O-2, Office District, said property being described as follows:

A 3.30-acre tract of land out of Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein.

SECTION TWO. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned FD, Future Development District, and it shall be used as an MF-1, Multiple-Family Dwelling District, said property being described as follows:

An 11.74-acre tract of land out of Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein.

Special Conditions and Restrictions:

1. That the construction of the multiple-family dwelling development shall strictly comply with Exhibits “B” and “C”, which are attached hereto and incorporated herein.
2. That all exterior building materials used shall strictly comply with Exhibits “B” and “C”.
3. That this ordinance shall not become effective until the applicant submits an updated traffic impact analysis to the City Manager or his designee and said analysis is approved by the City Manager or his designee.

SECTION THREE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned FD, Future Development District, and it shall be used as an LR-2, Local Retail District, said property being described as follows:

A 23.92-acre tract of land out of Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein.

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., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

Zoning - O-2

METES AND BOUNDS DESCRIPTION:

Being 3.300 acres of land situated in Section 37, Block 40, Township 1 South, T. & P. RR. Co. Survey, Abstract No. 258, Midland County, Texas, and being a portion of the remainder of Lot 7A, Block 3, of Westridge Park Addition Section 12, an addition to the City of Midland, as recorded in Cabinet G, Page 134, of the Plat Records of Midland County, Texas (P.R.M.C.T.), said 3.300 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod with cap stamped "PLS 1974" for the southwest corner of Lot 1A, Block 7, of Westridge Park Addition Section 22, an addition to the City of Midland, as recorded in Cabinet H, Page 178, P.R.M.C.T., and being on the north right-of-way line of Deauville Boulevard (110 foot width), said point being the south corner of said remainder Lot 7A, and being on a non-tangent circular curve to the left, having a radius of 2055.00 feet and whose chord bears South 89 degrees 22 minutes 00 seconds West, a distance of 544.35 feet;

THENCE Westerly, along the common south line of said remainder Lot 7A and the north right-of-way line of said Deauville Boulevard, and along said circular curve to the left, through a central angle of 15 degrees 13 minutes 19 seconds and an arc length of 545.96 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" (herein referred to as "with cap") for the POINT OF BEGINNING on a continuation of said circular curve to the left, having a radius of 2055.00 feet and whose chord bears South 78 degrees 29 minutes 38 seconds West, a distance of 233.86 feet;

THENCE Southwesterly, continuing along said common line and along said circular curve to the left, through a central angle of 06 degrees 31 minutes 26 seconds and an arc length of 233.99 feet to a found 1/2-inch iron rod with cap stamped "PLS 1974" for the end of said curve;

THENCE South 75 degrees 13 minutes 55 seconds West, continuing along said common line, a distance of 253.81 feet to a found 5/8-inch iron rod with cap at the intersection of said common line with the east line of a 30 foot utility easement as recorded in Volume 1801, page 105, of the Deed Records of Midland County, Texas (D.R.M.C.T.);

THENCE North 14 degrees 46 minutes 15 seconds West, departing said common line and crossing said remainder Lot 7A along the east line of said 30 foot utility easement, a distance of 292.85 feet to a set 5/8-inch iron rod with cap for corner;

THENCE North 75 degrees 13 minutes 55 seconds East, departing the east line of said 30 foot utility easement and continuing across said remainder Lot 7A, a distance of 487.37 feet to a set 5/8-inch iron rod with cap for corner;

THENCE South 14 degrees 45 minutes 21 seconds East, continuing across said remainder Lot 7A, a distance of 306.15 feet to the POINT OF BEGINNING and containing 3.300 acres (or 143,748 square feet) of land, more or less.

NOTE: Bearings are based on NAD 83, Texas State Plane Coordinate System, Central Zone 4203.

Alan Moore

2-28-14

Alan Moore, R.P.L.S.
Texas Registration No. 5537

Date



Dunaway Associates, LP
4000 N. Big Spring Street, Suite 101
Midland, Texas 79705
Phone 432-699-4889 Fax 432-682-7722

Zoning - LR-2

METES AND BOUNDS DESCRIPTION:

Being 23.92 acres of land situated in Section 37, Block 40, Township 1 South, T. & P. RR. Co. Survey, Abstract No. 258, Midland County, Texas, and being a portion of the remainder of Lot 7A, Block 3, of Westridge Park Addition Section 12, an addition to the City of Midland, as recorded in Cabinet G, Page 134, of the Plat Records of Midland County, Texas (P.R.M.C.T.), said 23.92 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod for the most northerly northwest corner of said remainder Lot 7A and the north end of a corner clip of the intersection of the east right-of-way line of Avalon Drive (variable width at this point) with the south right-of-way line of Andrews Highway (State Highway 191) (500 foot width at this point), said point being on the southerly right-of-way line of said Andrews Highway;

THENCE North 75 degrees 14 minutes 39 seconds East, along the common northerly line of said remainder Lot 7A and the southerly right-of-way line of said Andrews Highway, a distance of 1,660.10 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" (herein referred to as "with cap") for corner;

THENCE South 14 degrees 45 minutes 21 seconds East, departing said common line and crossing said remainder Lot 7A, a distance of 407.58 feet to a set 5/8-inch iron rod with cap for corner;

THENCE South 75 degrees 13 minutes 55 seconds West, continuing across said remainder Lot 7A, a distance of 487.37 feet to a set 5/8-inch iron rod with cap for corner on the east line of a 30 foot utility easement as recorded in Volume 1801, page 105, of the Deed Records of Midland County, Texas (D.R.M.C.T.);

THENCE South 14 degrees 46 minutes 15 seconds East, continuing across said remainder Lot 7A along the east line of said 30 foot utility easement, a distance of 292.85 feet to a found 5/8-inch iron rod with cap for the intersection of the east line of said 30 foot utility easement with the common south line of said remainder Lot 7A and the north right-of-way line of Deauville Boulevard (110 foot width);

THENCE South 75 degrees 13 minutes 55 seconds West, continuing along said common line, a distance of 1147.32 feet to a set 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" (herein referred to as "with cap") for the beginning of a non-tangent circular curve to the right, having a radius of 15.00 feet and whose chord bears North 62 degrees 32 minutes 26 seconds West, a distance of 20.16 feet;

THENCE Northwesterly, continuing along said common line and along said circular curve to the right, through a central angle of 84 degrees 27 minutes 18 seconds and an arc length of 22.11 feet to a set 5/8-inch iron rod with cap for the point of reverse curvature of a non-tangent circular curve to the left, having a radius of 4,560.00 feet and whose chord bears North 22 degrees 24 minutes 50 seconds West, a distance of 334.33 feet, said point also being on the east right-of-way line of Avalon Drive (120 foot width at this point);

THENCE Northwesterly, along the common westerly line of said remainder Lot 7A and the east right-of-way line of said Avalon Drive, and along said circular curve to the left, through a central angle of 04 degrees 12 minutes 06 seconds and an arc length of 334.41 feet to a found 1/2-inch iron rod for the end of said curve;

THENCE North 24 degrees 30 minutes 54 seconds West, continuing along said common line, a distance of 265.89 feet to a found 1/2-inch iron rod (disturbed) for the southerly end of a corner clip of the intersection of the east right-of-way line of said Avalon Drive with the south right-of-way line of Andrews Highway (State Highway 191) (variable width at this point);

THENCE North 25 degrees 21 minutes 53 seconds East, along a westerly line of said remainder Lot 7A and said clip corner, a distance of 122.71 feet to the POINT OF BEGINNING and containing 23.92 acres (or 1,041,892 square feet) of land, more or less.

NOTE: Bearings are based on NAD 83, Texas State Plane Coordinate System, Central Zone 4203.





Alan Moore, R.P.L.S.
Texas Registration No. 5537

Date



Dunaway Associates, LP
4000 N. Big Spring Street, Suite 101
Midland, Texas 79705
Phone 432-699-4889 Fax 432-682-7722

Zoning - MF-1

METES AND BOUNDS DESCRIPTION:

Being 11.74 acres of land situated in Section 37, Block 40, Township 1 South, T. & P. RR. Co. Survey, Abstract No. 258, Midland County, Texas, and being a portion of the remainder of Lot 7A, Block 3, of Westridge Park Addition Section 12, an addition to the City of Midland, as recorded in Cabinet G, Page 134, of the Plat Records of Midland County, Texas (P.R.M.C.T.), said 11.74 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap stamped "PLS 1974" for the southwest corner of Lot 1A, Block 7, of Westridge Park Addition Section 22, an addition to the City of Midland, as recorded in Cabinet H, Page 178, P.R.M.C.T., and being on the north right-of-way line of Deauville Boulevard (110 foot width), said point being the south corner of said remainder Lot 7A, and being on a non-tangent circular curve to the left, having a radius of 2055.00 feet and whose chord bears South 89 degrees 22 minutes 00 seconds West, a distance of 544.35 feet;

THENCE Westerly, along the common south line of said remainder Lot 7A and the north right-of-way line of said Deauville Boulevard, and along said circular curve to the left, through a central angle of 15 degrees 13 minutes 19 seconds and an arc length of 545.96 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" (herein referred to as "with cap") for corner;

THENCE North 14 degrees 45 minutes 21 seconds West, departing said common line and crossing said remainder Lot 7A, a distance of 713.73 feet to a found 5/8-inch iron rod with cap for corner on the common north line of said remainder Lot 7A and the south right-of-way line of Andrews Highway (SH 191) (500 foot width);

THENCE North 75 degrees 14 minutes 39 seconds East, along said common line, a distance of 700.55 feet to a found 1/2-inch iron rod with cap stamped "PLS 1974" for the northwest corner of Block 7, of Westridge Park Addition Section 16, an addition to the City of Midland, as recorded in Cabinet I, Page 45, P.R.M.C.T., and the northeast corner of a TxDOT drainage Easement (Part 6) as recorded in Volume 715, Page 280, of the Deed Records of Midland County, Texas (D.R.M.C.T.);

THENCE South 14 degrees 43 minutes 16 seconds East, departing the south right-of-way line of Andrews Highway along the common east line of said remainder Lot 7A and the west line of said Block 7, of said Westridge Addition Section 16 and Section 22, and along the east line of said TxDOT drainage easement, a distance of 400.46 feet to a found "X" cut on a broken concrete monument for the southeast corner of said TxDOT drainage easement;

THENCE South 75 degrees 17 minutes 17 seconds West, along said common line, a distance of 30.00 feet to a found 1/2-inch iron rod with cap stamped "PLS 1974" for the northeast corner of a 60 foot wide drainage easement as recorded in Cabinet F, Page 183, P.R.M.C.T.;

THENCE South 14 degrees 43 minutes 08 seconds East, along the common east line of said remainder Lot 7A, the west line of said Block 7 and the east line of said 60 foot wide drainage easement, a distance of 73.24 feet to a found 1/2-inch iron rod with cap stamped "PLS 1974" for an angle point;

THENCE South 06 degrees 08 minutes 28 seconds West, along said common line, a distance of 399.13 feet to the POINT OF BEGINNING and containing 11.74 acres (or 511,321 square feet) of land, more or less.

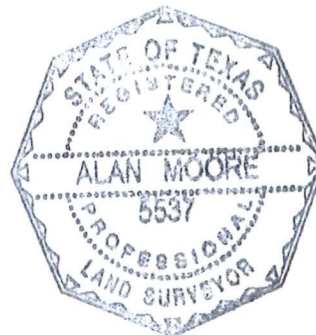
NOTE: Bearings are based on NAD 83, Texas State Plane Coordinate System, Central Zone 4203.

Alan Moore

1/22/14

Alan Moore, R.P.L.S.
Texas Registration No. 5537

Date



Dunaway Associates, LP
4000 N. Big Spring Street, Suite 101
Midland, Texas 79705
Phone 432-699-4889 Fax 432-682-7722

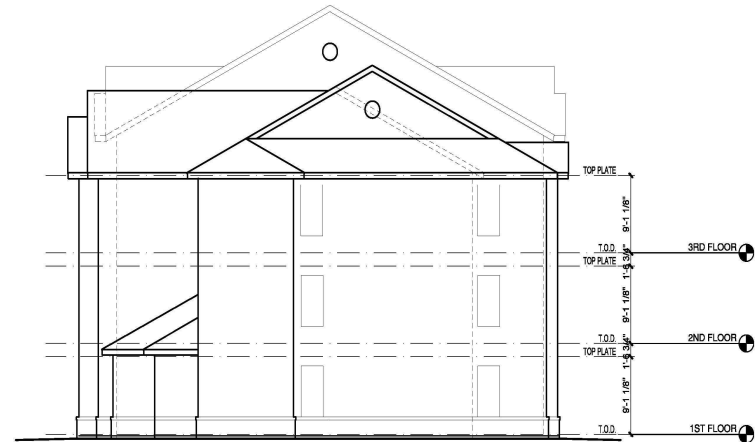


MIDLAND STATION SCHEMATIC SITE PLAN #4

MIDLAND, TEXAS

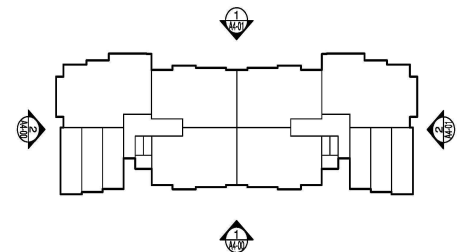


1 BUILDING TYPE A - FRONT ELEVATION
SCALE: 1/8"=1'-0"



2 BUILDING TYPE A - SIDE ELEVATION
SCALE: 1/8"=1'-0"

REFER TO 1/A4-00 FOR TYP. FINISHES / MATERIAL NOTES



REVISIONS

Midland Station
APARTMENTS IN MIDLAND, TX

BGO
architects

4202 Beltway Drive
Addicks, TX 75001
214.520.8878
bgoarchitects.com

DATE

PROJECT

13147

SHEET NUMBER

A4-00

BLDG TYPE 'A'
ELEVATIONS

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Transmittal

4000 Big Spring Street, Suite 101, Midland, TX 79705

PROJECT: Midland Deauville
B001106

DATE: 5/8/2014

SUBJECT: Addendum to Traffic Impact
Study

TRANSMITTAL ID: 00008

PURPOSE: For your approval

VIA: Hand



FROM

NAME	COMPANY	EMAIL	PHONE
Melanie Mucha 4000 Big Spring Street, Suite 101 Midland TX 79705 United States	Dunaway Associates, L.P.	MMucha@dunaway- assoc.com	432-699-4889

TO

NAME	COMPANY	EMAIL	PHONE
Jose Ortiz		jortiz@midlandtexas.gov	

REMARKS: Jose,

As requested by City Council at the May 6, 2014, meeting, we are submitting a Addendum to the Gateway/Tradwinds Traffic Impact Study that was completed for the City of Midland in October 2012. Dunaway was requested to update the assumed land uses contained in this development corridor to reflect the zone change request submitted for Westridge Addition, Section 28.

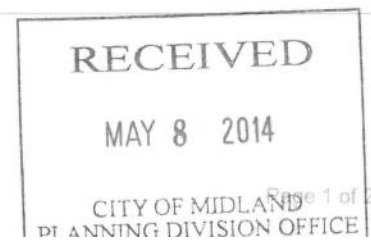
Please let us know if you have any additional questions or concerns.

Regards,
Melanie Mucha

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	5/8/2014	AM Trip Generation Summary Updated 5 7 2014.pdf	
1	5/8/2014	Assumed Land Use Updated 5 7 2014.pdf	
1	5/8/2014	B000636 - Addendum to TIA for Leon Capital Group 2014-0508.dotx	
1	5/8/2014	Exhibit 3-Land Use-Traffic Study Base_5-7-14 P.pdf	
1	5/8/2014	PM Trip Generation Summary Updated 5 7 2014.pdf	

COPIES:



Transmittal

DATE: 5/8/2014
TRANSMITTAL ID: 00008

Brooks Baca
Robert Baronti, Jr.

(Dunaway Associates, L.P.)

Memo

To: Jose Ortiz, P.E.

From: Don Szczesny, P.E., PTOE

Date: May 8, 2014

Dunaway #: B00636/B001106

Re: Addendum to Traffic Impact Study

Dunaway Associates was asked to update the assumed land uses contained within the Gateway/Tradewinds development corridor. The particular land uses that changed were Tract 1 and Tract 2, located in the northern portion of the development corridor, near the Deauville/Avalon/Tradewinds intersections. The specific changes include a swap of MF and Retail, with 11.74 acres of Tract 2 changing from Retail to MF and 10.0 acres of Tract 1 changing from MF to Retail.

Dunaway recalculated the assumed trip generation for the land use changes and the results are below indicates the changes. There is no significant change in the assumed trip generation.

Trip Comparison		TRIPS		
		OUT	IN	TOTAL
AM	Before	4200	4319	8519
	After	4206	4311	8517
	%-Change	0.14%	-0.18%	-0.02%
PM	Before	7597	7504	15101
	After	7607	7427	15034
	%-Change	0.14%	-1.03%	-0.44%

Don Szczesny, PE, PTOE
Director of Traffic Engineering Services
Dunaway Associates, L.P.

DS/mmm

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Enclosure

cc: Brooks I. Baca, P.E.

		ITE LAND		
NAME	PROPOSED LAND USE	USE CODE	QUANTITY	VARIABLE
Tract 1A	Retail	820	96	1,000 FT ²
Tract 1B	MF	220	90	DU
Tract 2A	Retail	820	323	1,000 FT ²
Tract 2B	MF	220	188	DU
Tract 3	Office-Chevron	710	300	1,000 FT ²
Tract 4	Single-Family Residential	210	300	DU
Tract 5	Future-office	710	36	1,000 FT ²
Tract 6	Office	710	86	1,000 FT ²
Tract 7	Future	820	217	1,000 FT ²
Tract 8	Hotel	310	157	ROOMS
Tract 9	Hotel	310	100	ROOMS
Tract 10	Hotel	310	123	ROOMS
Tract 11	Hotel	310	107	ROOMS
Tract 12	Future-Office	710	56.2	1,000 FT ²
Tract 13	Single-Family Residential	210	330	DU
Tract 14	Multi-Family Residential	220	96	DU
Tract 15	Convenience Store	852	8	1,000 FT ²
Tract 16	Office	710	21.8	1,000 FT ²
Tract 17	Retail	820	10.9	1,000 FT ²
Tract 18	Retail	820	10.9	1,000 FT ²
Tract 19	Movie Theater	445	10	SCREENS
Tract 20	Shopping Center	820	53	1,000 FT ²
Tract 21	Retail	820	20	1,000 FT ²
Tract 22	Retail	820	13.3	1,000 FT ²
Tract 23	Hotel	310	100	ROOMS
Tract 24	Retail	820	20	1,000 FT ²
Tract 25	Retail	820	20	1,000 FT ²
Tract 26	Retail	820	18.5	1,000 FT ²
Tract 27	Retail	820	22	1,000 FT ²
Tract 28	Retail	820	25.5	1,000 FT ²
Tract 29	Multi-Family Residential	220	150	DU
Tract 30	Multi-Family Residential	220	300	DU
Tract 31	Storage	151	88	1,000 FT ²
Tract 32	Local Retail	820	367	1,000 FT ²
Tract 33	Multi-Family Residential	220	833	DU
Tract 34	Local Retail	820	720	1,000 FT ²
Tract 35	Office	710	64	1,000 FT ²
Tract 36	Office	710	227	1,000 FT ²
Tract 37	Multi-Family Residential	220	376	DU
Tract 38	Office	710	382	1,000 FT ²
Tract 39	Multi-Family Residential	220	290	DU
Tract 40	Multi-Family Residential	220	167	DU
Tract 41	Single-Family Residential	210	2707	DU
Tract 44	Town House	230	110	DU
Tract 45	Industrial	110	49.13	1,000 FT ²

TABLE 1. ASSUMED LAND USE

		ITE LAND			TRIP GEN	PERCENT	TRIPS		
NAME	PROPOSED LAND USE	USE CODE	QUANTITY	VARIABLE	RATE	OUT	OUT	IN	TOTAL
Tract 1A	Retail	820	96	1,000 FT ²	1	39	37	59	96
Tract 1B	MF	220	90	DU	0.51	80	37	9	46
Tract 2A	Retail	820	323	1,000 FT ²	1	39	126	197	323
Tract 2B	MF	220	188	DU	0.51	80	77	19	96
Tract 3	Office-Chevron	710	300	1,000 FT ²	1.55	12	55	410	465
Tract 4	SF	210	300	DU	0.75	75	168	57	225
Tract 5	Future-office	710	36	1,000 FT ²	1.55	12	6	49	55
Tract 6	Office	710	86	1,000 FT ²	1.55	12	15	118	133
Tract 7	Future	820	217	1,000 FT ²	1	39	84	133	217
Tract 8	Hotel	310	157	ROOMS	0.56	39	33	54	87
Tract 9	Hotel	310	100	ROOMS	0.56	39	21	35	56
Tract 10	Hotel	310	123	ROOMS	0.56	39	26	42	68
Tract 11	Hotel	310	107	ROOMS	0.56	39	23	36	59
Tract 12	Future-Office	710	56.2	1,000 FT ²	1.55	12	10	76	86
Tract 13	SF	210	330	DU	0.75	75	185	62	247
Tract 14	MF	220	96	DU	0.51	80	38	10	48
Tract 15	Conv. Store	852	8	1,000 FT ²	31.02	50	124	124	248
Tract 16	Office	710	21.8	1,000 FT ²	1.55	12	3	29	32
Tract 17	Retail	820	10.9	1,000 FT ²	1	39	3	7	10
Tract 18	Retail	820	10.9	1,000 FT ²	1	39	3	7	10
Tract 19	Movie thtr	445	10	SCREENS	0	100	0	0	0
Tract 20	Shopping Center	820	53	1,000 FT ²	1	39	20	33	53
Tract 21	Retail	820	20	1,000 FT ²	1	39	7	13	20
Tract 22	Retail	820	13.3	1,000 FT ²	1	39	5	8	13
Tract 23	Hotel	310	100	ROOMS	0.56	39	21	35	56
Tract 24	Retail	820	20	1,000 FT ²	1	39	7	13	20
Tract 25	Retail	820	20	1,000 FT ²	1	39	7	13	20
Tract 26	Retail	820	18.5	1,000 FT ²	1	39	7	11	18
Tract 27	Retail	820	22	1,000 FT ²	1	39	8	14	22
Tract 28	Retail	820	25.5	1,000 FT ²	1	39	9	16	25
Tract 29	MF	220	150	DU	0.51	80	60	16	76
Tract 30	MF	220	300	DU	0.51	80	122	31	153
Tract 31	Storage	151	88	1,000 FT ²	0.15	41	5	8	13
Tract 32	Local Retail	820	367	1,000 FT ²	1	39	143	224	367
Tract 33	MF	220	833	DU	0.51	81	343	81	424
Tract 34	Local Retail	820	720	1,000 FT ²	1	39	280	440	720
Tract 35	Office	710	64	1,000 FT ²	1.55	12	11	88	99
Tract 36	Office	710	227	1,000 FT ²	1.55	12	42	309	351
Tract 37	MF	220	376	DU	0.51	81	154	37	191
Tract 38	Office	710	382	1,000 FT ²	1.55	12	71	521	592
Tract 39	MF	220	290	DU	0.51	81	119	28	147
Tract 40	MF	220	167	DU	0.51	81	68	17	85
Tract 41	SF	210	2707	DU	0.75	75	1522	508	2030
Tract 44	Town House	230	110	DU	0.44	83	39	9	48
Tract 45	Industrial	110	49.13	1,000 FT ²	7.51	17	62	305	367
TOTALS							4206	4311	8517

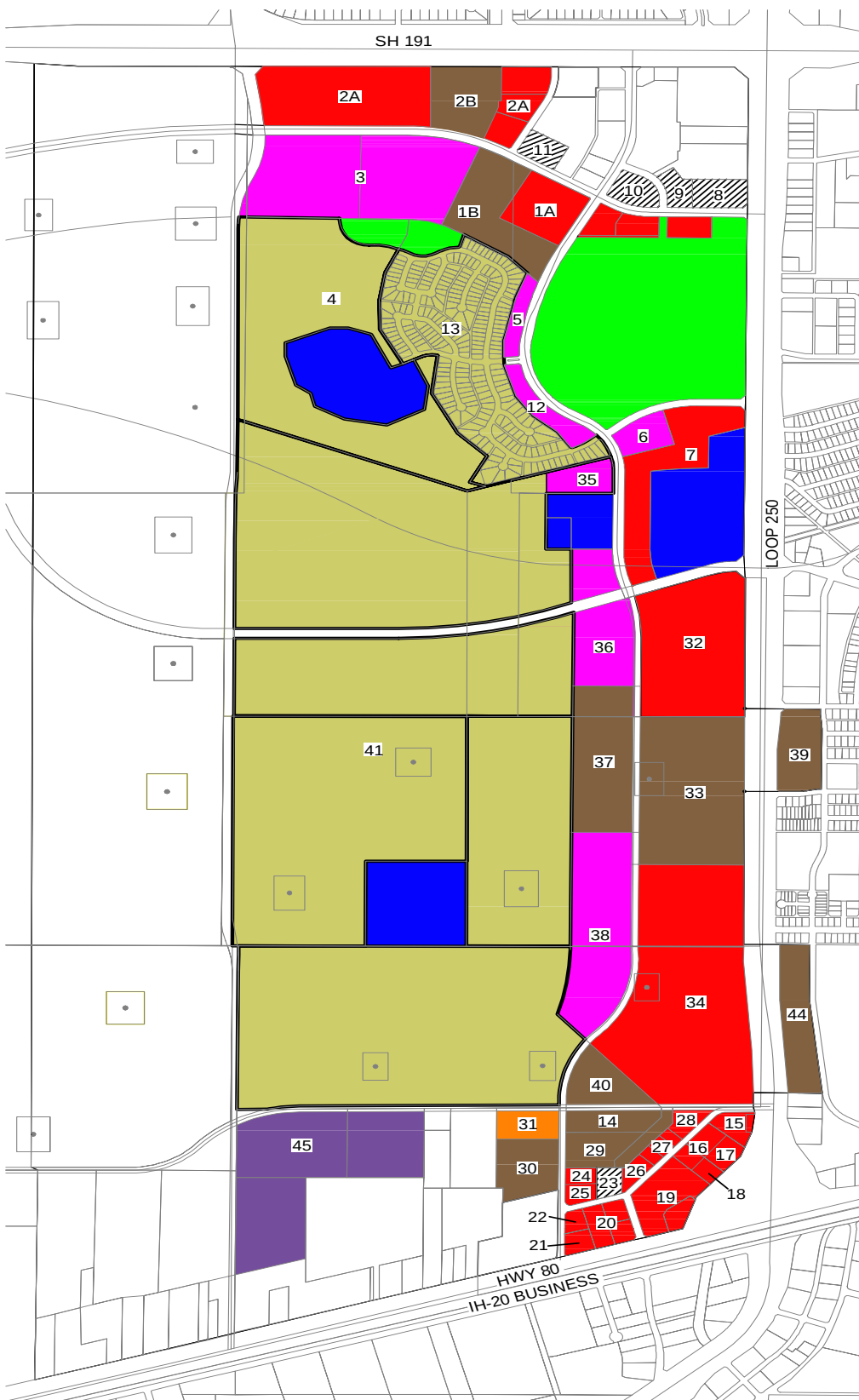
TABLE 2. AM PEAK HOUR - TRIP GENERATION

		ITE LAND			TRIP GEN	PERCENT	TRIPS		
NAME	PROPOSED LAND USE	USE CODE	QUANTITY	VARIABLE	RATE	OUT	OUT	IN	TOTAL
Tract 1A	Retail	820	96	1,000 FT ²	3.73	51	183	175	358
Tract 1B	MF	220	90	DU	0.62	35	20	36	56
Tract 2A	Retail	820	323	1,000 FT ²	3.73	51	614	590	1205
Tract 2B	MF	220	188	DU	0.51	80	77	19	96
Tract 3	Office-Chevron	710	300	1,000 FT ²	1.49	83	371	76	447
Tract 4	SF	210	300	DU	1.01	37	112	191	303
Tract 5	Future-office	710	36	1,000 FT ²	1.49	83	43	10	53
Tract 6	Office	710	86	1,000 FT ²	1.49	83	106	22	128
Tract 7	Future-Retail	820	217	1,000 FT ²	3.73	51	412	397	809
Tract 8	Hotel	310	157	ROOMS	0.59	47	43	49	92
Tract 9	Hotel	310	100	ROOMS	0.59	47	27	32	59
Tract 10	Hotel	310	123	ROOMS	0.59	47	33	39	72
Tract 11	Hotel	310	107	ROOMS	0.59	47	29	34	63
Tract 12	Future-Office	710	56.2	1,000 FT ²	1.49	83	68	15	83
Tract 13	SF	210	330	DU	1.01	37	123	210	333
Tract 14	MF	220	96	DU	0.62	35	20	39	59
Tract 15	Conv. Store	852	8	1,000 FT ²	34.57	51	141	136	277
Tract 16	Office	710	21.8	1,000 FT ²	1.49	83	25	6	31
Tract 17	Retail	820	10.9	1,000 FT ²	3.73	51	18	19	37
Tract 18	Retail	820	10.9	1,000 FT ²	3.73	51	18	19	37
Tract 19	Movie thtr	445	10	SCREENS	13.64	55	74	62	136
Tract 20	Shopping Center	820	53	1,000 FT ²	3.73	51	100	97	197
Tract 21	Retail	820	20	1,000 FT ²	3.73	51	37	37	74
Tract 22	Retail	820	13.3	1,000 FT ²	3.73	51	24	24	48
Tract 23	Hotel	310	100	ROOMS	0.59	47	27	32	59
Tract 24	Retail	820	20	1,000 FT ²	3.73	51	37	37	74
Tract 25	Retail	820	20	1,000 FT ²	3.73	51	37	37	74
Tract 26	Retail	820	18.5	1,000 FT ²	3.73	51	34	33	67
Tract 27	Retail	820	22	1,000 FT ²	3.73	51	41	41	82
Tract 28	Retail	820	25.5	1,000 FT ²	3.73	51	47	46	93
Tract 29	MF	220	150	DU	0.62	35	32	61	93
Tract 30	MF	220	300	DU	0.62	35	65	121	186
Tract 31	Storage	151	88	1,000 FT ²	0.26	49	10	12	22
Tract 32	Local Retail	820	367	1,000 FT ²	3.73	51	697	671	1368
Tract 33	MF	220	833	DU	0.62	35	180	336	516
Tract 34	Local Retail	820	720	1,000 FT ²	3.73	51	1369	1316	2685
Tract 35	Office	710	64	1,000 FT ²	1.49	83	78	17	95
Tract 36	Office	710	227	1,000 FT ²	1.49	83	280	58	338
Tract 37	MF	220	376	DU	0.62	35	81	152	233
Tract 38	Office	710	382	1,000 FT ²	1.49	83	472	97	569
Tract 39	MF	220	290	DU	0.62	35	62	117	179
Tract 40	MF	220	167	DU	0.62	35	36	67	103
Tract 41	SF	210	2707	DU	1.01	37	1011	1723	2734
Tract 44	Town House	230	110	DU	0.52	33	18	39	57
Tract 45	Industrial	110	49.13	1,000 FT ²	7.26	78	276	79	355
					TOTALS		7607	7427	15034

TABLE 3. PM PEAK HOUR - TRIP GENERATION



NTS



LEGEND:

15	LAND USE TRACT NUMBER
	RETAIL
	SCHOOL/PUBLIC
	PARK
	OFFICE SPACE
	SINGLE-FAMILY
	MULTI-FAMILY
	INDUSTRIAL
	STORAGE
	HOTEL

Revised: May 7, 2014



PROPOSED LAND USE
TRAFFIC IMPACT ANALYSIS - GATEWAY/TRADEWINDS DEVELOPMENT
MIDLAND, TEXAS

EXHIBIT
3

PLANNING AND ZONING COMMISSION

March 31, 2014

CASE: Z-14-003, Leon Capital Group.

REQUEST: Hold a public hearing and consider a request for a zone change from FD, Future Development District, to O-2, Office District, MF, Multiple-Family Dwelling District, and L-R-2, Local Retail District.

APPLICANT/OWNER: Leon Capital Group.

REPRESENTATIVE: Dunaway Associates.

LEGAL DESCRIPTION: On Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of Avalon Drive and Deauville Boulevard.

CURRENT ZONING: FD, Future Development District.

ASSOCIATED CASES: P-13-106, Westridge Park Addition, Section 28.

DETAILS OF REQUEST:

1. The subject property is located on the northeast corner of the intersection of Avalon Drive and Deauville Boulevard. The owner, Leon Capital Group is requesting a zone change on their property from FD, Future Development District to a 3.30-acre tract of O-2, Office District, an 11.74-acre tract of MF-1, Multiple-Family Dwelling District, and a 23.92-acre tract of LR-2, Local Retail District.

SURROUNDING ZONING AND LAND USE:

2. The property to the north across Andrews Highway is a PD, Planned District for Housing Development. To the east is a PD, Planned Development District for Shopping Center. South of the proposed site is a PD, Planned Development District for Office Center. West of the site is unincorporated Midland County.

ANALYSIS:

3. The 11.74-acre proposed MF-1, Multiple-Family Dwelling District shown in the site plan (Exhibit A) is a proposed ten building, 188 unit multi-family development. Of the ten buildings two will be comprised of three stories and eight buildings will be comprised of two stories of living space with a one story garage level. Exhibit B and C illustrate the proposed elevation for each of the two building design styles. The buildings will be a combination of natural brick, stucco, and siding. There will be three dumpster pads distributed throughout the development. A detailed landscape plan will be reviewed through the building permit process. The main entrance will be located off Deauville Boulevard and a second access off State Highway 191.

There will be 366 total parking spaces provided which are a combination of garages and paved parking. The parking shown on the site plan surpasses the City of Midland Code requirements.

The 23.92-acre tract of proposed LR-2, Local Retail District is located in the western end of the proposed development. At this time the developer is only proposing this acreage as a zone change. The site plans will be submitted as the development moves forward in the development process, but they will be for administrative review only. The City Council has identified the frontage of SH 191 as being suitable for retail development.

The final requested zone change is 3.30-acre tract to be zoned O-2, Office District. Like the proposed LR-2 tract the developer has not provided a site plan for this proposed site. The O-2 District allows office buildings to a maximum height of seven standard stories or 80 feet.

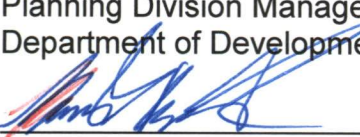
STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone changes from FD, Future Development District to MF-1, Multiple Family Dwelling District, LR-2 Local Retail District, and O-2, Office District. Staff believes there are sufficient building design and administrative review process in place to ensure that the proposed multiple-family development will complement the existing development in this area. Staff recommends following conditions of approval apply to the proposed MF-1 site plan:

- A. That construction of the proposed Multiple Family Dwelling development complies strictly to the approved site plan;
- B. That all exterior building materials used complies strictly with Exhibit B and C of approved site plan.
- C. That a drainage study is approved before final plat approval.
- D. That all public improvements are adequately addressed whether through a security or by building the improvements.



Jim Compton
Planning Division Manager
Department of Development Services



Robert Baronti, Jr., Sr. Planner, AICP
Department of Development Services

Attachments:

Application
Maps
Exhibit A, B, C

Case Number: 2-14-003

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Leon Capital Group, Attn: Sterling Hillman

(214)865-8086 / sterling@leoncapitalgroup.com

Applicant Name (Phone/e-mail)
2311 Cedar Springs, Suite 100, Dallas, TX 75201

Address **Zip Code**
Same as applicant

Property Owner Name (Phone/e-mail)

Address **Zip Code**
Dunaway Associates, Attn: Brooks I. Baca, P.E. (432)699-4889 / bbaca@dunaway-assoc.com

Representative Name (Phone/e-mail)
4000 N. Big Spring Street, Suite 101, Midland, TX 79705

Address **Zip Code**
Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. See attached metes & bounds descriptions

PRESENT ZONE: FD **REQUESTED ZONE:** LR-2, O-2, MF-1
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Proposed retail, hotel, and multifamily development.

Present Use of Property: Vacant Land

Proposed Use of Property: Retail, hotel, and multi-family development

How will zone change affect the public health, safety and welfare? Will be a benefit

Describe how conditions affecting the property have changed since present zoning designation:
Land was previously undeveloped

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): Scott Parr Date: 2/27/14

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS

COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Scott Parr who, being by me duly sworn, upon oath says: That (s)he is authorized by Leon Capital Group, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

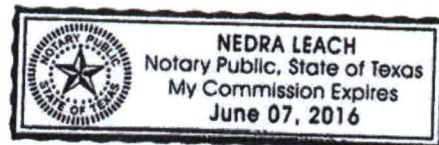
Scott Parr

Authorized Agent (signature)

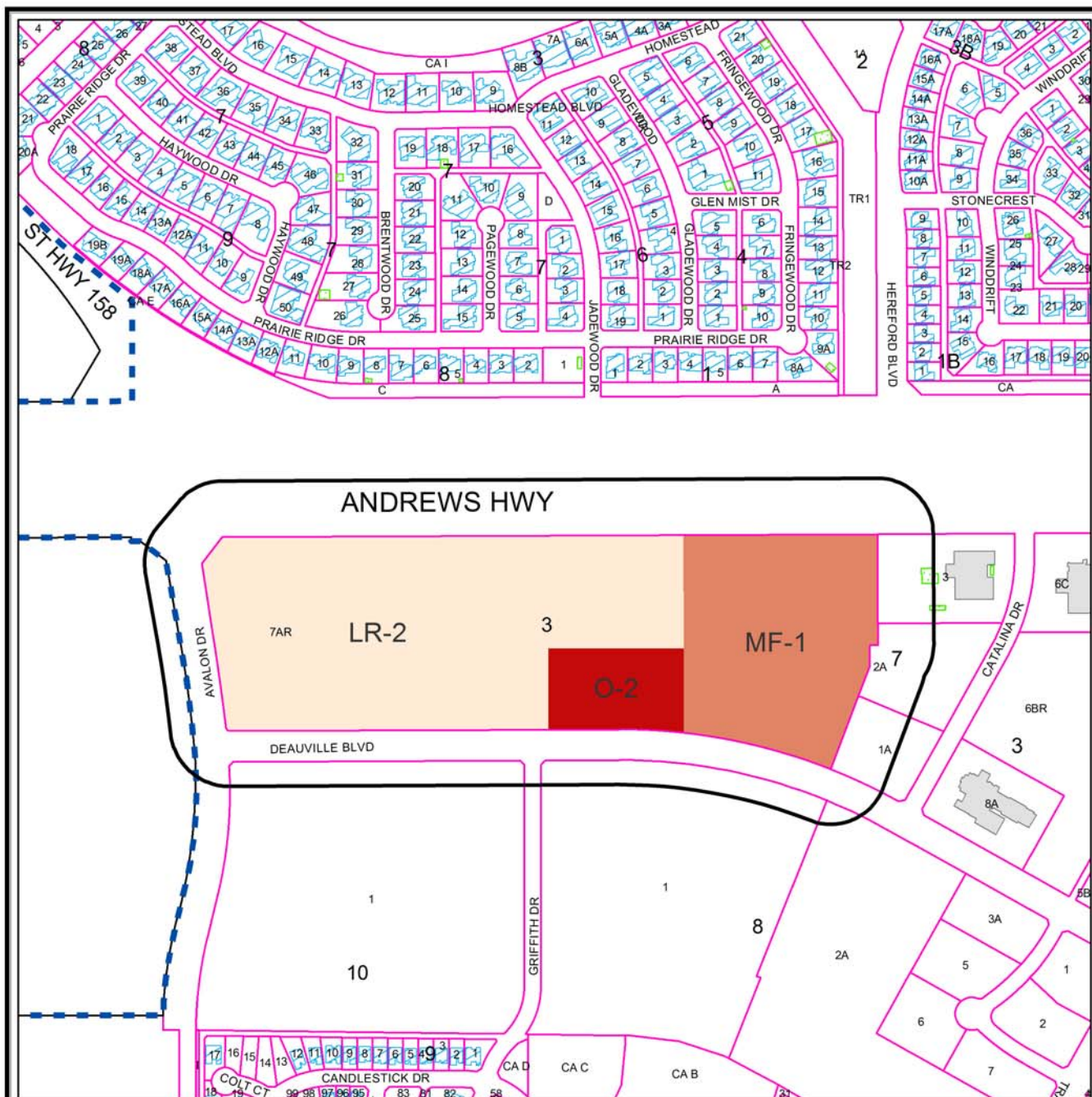
Subscribed and sworn to before me, this 27th day of February, 2014, to certify which witness my hand and seal of office.

Nedra Leach
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>RS</u>	Date: <u>2/28/14</u>
Assigned: <u>BB</u>	
For: <u>PRZ</u>	On: <u>3/31/14</u>



****Application will not be considered for scheduling until reviewed by a planner.****



OWNER NOTIFICATION WITHIN CITY LIMITS ONLY

Z - 14 - 003

Scale: 1" = 500'

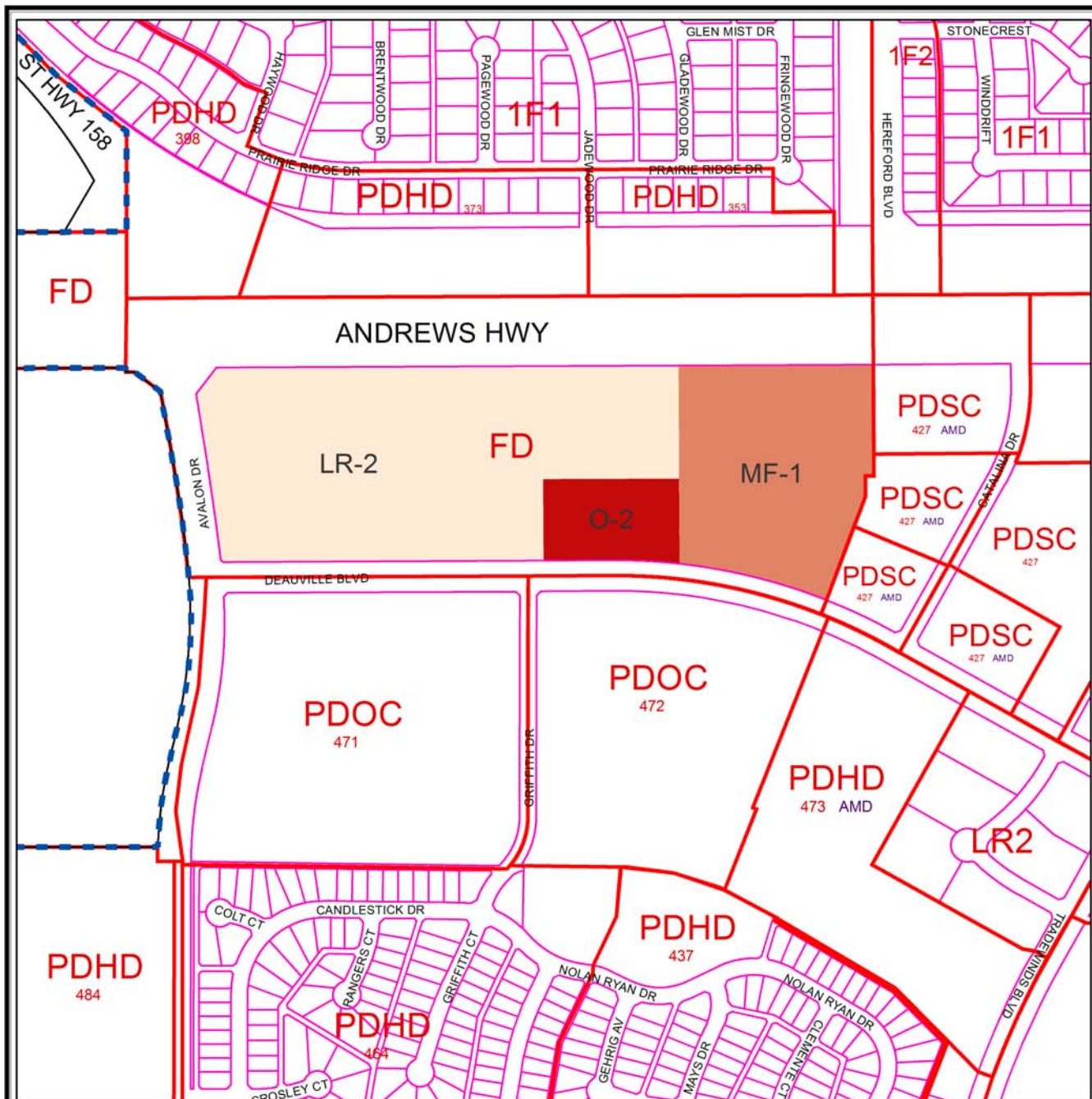
Consider a request for a zone change from FD, Future Development District, to a 3.30-acre tract of O-2, Office district, a 11.74 tract of MF-1, Multiple-Family Dwelling District, and a 23.92-acre tract of LR-2, Local Retail District, on Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 14 - 003

Scale: 1" = 500'

Consider a request for a zone change from FD, Future Development District, to a 3.30-acre tract of O-2, Office district, a 11.74 tract of MF-1, Multiple-Family Dwelling District, and a 23.92-acre tract of LR-2, Local Retail District, on Lot 7A, Block 3, Westridge Park Addition, Section 12, City and County of Midland, Texas.

LEGEND

Map by KC 3/10/14

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Schlumberger Technology Corporation for a zone change from BP, I-20 Business Park District to LI, Light Industry District on all of Blocks 1 and 2, Agri-Empresa Subdivision, and an 8.87-acre tract of land out of Block 40, Section 11, T-2-S, T&P Railroad Company Survey, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of W. Interstate Highway 20 and S. County Road 1250.) District - 2

Purpose:

Consider an ordinance on second reading on a request by Schlumberger Technology Corporation for a zone change from BP, I-20 Business Park District to LI, Light Industry District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

1. This property is located on the northeast corner of the intersection of W. Interstate Highway 20 and S. County Road 1250. The property was annexed and subsequently zoned as a BP, I-20 Business Park District by City Council on November 27th, 2012. The applicant wishes to change the zoning on the property to LI, Light Industrial District in order to locate multiple uses on the property including but not limited to offices and dry cement powder mixing. The LI District permits any manufacturing or industrial operation that is not offensive

by the reason of emission of noise, odor, smoke, gas, fumes or dust. City Council has approved this ordinance on first reading on May 5th, 2014. It is now appropriate to consider this ordinance on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING ALL OF BLOCKS 1 AND 2, AGRI-EMPRESA SUBDIVISION, AND AN 8.866-ACRE TRACT OF LAND OUT OF SECTION 11, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, TO BE USED AS AN LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF WEST INTERSTATE HIGHWAY 20 AND SOUTH COUNTY ROAD 1250); 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 and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an LI, Light Industrial District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned BP, I-20 Business Park District, and it shall be used as an LI, Light Industrial District, said property being described as follows:

All of Blocks 1 and 2, Agri-Empresa Subdivision, and an 8.866-acre tract of land out of Section 11, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

ZONING – 8.866 ACRES

LEGAL DESCRIPTION: BEING 8.866 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 11, BLOCK 40, TOWNSHIP 2 SOUTH OF THE T. & P. RAILROAD COMPANY SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 10.17 ACRE TRACT OF LAND CONVEYED TO SCHLUMBERGER TECHNOLOGY CORPORATION BY DEED RECORDED AS DOCUMENT NUMBER 2012-18067 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS, SAID 8.866 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JANUARY 2014:

BEGINNING at a 1/2 inch iron rod with cap marked "RPLS 1974" found (N(Y) 10675260.81', E(X) 1728652.82') for the northwest corner of that certain 127.3922 acre tract of land conveyed to Midland Development Corporation by deed recorded in Volume 2717, Page 565 of the said official records and an interior corner of the said 10.17 acre tract and an interior corner hereof;

THENCE South 14°10'25" East along the common line of said 127.3922 acre tract and said 10.17 acre tract a distance of 799.89 feet to a point in the easterly prolongation of the south line of Lot 1, Block 2, Agri-Impresa Subdivision, a subdivision in Midland County, Texas recorded in Cabinet I, Page 136 of the Plat Records of Midland County, Texas for an interior corner of that certain 283.36 acre tract of land, save and except 3.80 acres of land, annexed by the City Council of the City of Midland, Texas in Ordinance No. 9077 for the most southerly southeast corner hereof;

THENCE South 59°43'10" West crossing said 10.17 acre tract with the easterly prolongation of the south line of said Lot 1, Block 2, Agri-Impresa Subdivision and a south line of said 283.36 acre tract a distance of 62.45 feet to a 1/2 inch iron rod with cap marked "LCA ODESSA TX" found in the west line of the said 10.17 acre tract for the easterly common corner of Drill Reservation tract 1107 as shown and referenced on said Agri-Impresa Subdivision and said Lot 1, Block 2, Agri-Impresa Subdivision for the most southerly southwest corner hereof;

THENCE North 14°10'25" West along the common line of said Lot 1, Block 2 and said 10.17 acre tract a distance of 779.89 feet to a point for a cutback corner of said Lot 1, Block 2 and said 10.17 acre tract;

THENCE North 67°13'36" West along the common line of said Lot 1, Block 2 and said 10.17 acre tract a distance of 24.04 feet to a point for a cutback corner of said Lot 1, Block 2 and said 10.17 acre tract;

THENCE South 59°43'12" West along the common line of said Lot 1, Block 2 and said 10.17 acre tract and the common line of Lot 2, Block 2 of said Agri-Empresa Subdivision and said 10.17 acre tract a distance of 2239.53 feet to a point for an angle point in the east line of South County Road 1250 dedicated by the plat of said Agri-Empresa Subdivision, an angle point in said Lot 1, Block 2 and an angle point in said 10.17 acre tract and the most westerly southwest corner hereof;

THENCE North 14°18'45" West crossing said 10.17 acre tract with the east line of said South County Road 1250 as dedicated by the plat of said Agri-Empresa Subdivision a distance of 72.81 feet to a point for an angle point in the east line of said South County Road 1250, an angle point Lot 1, Block 1 of said Agri-Empresa Subdivision and an angle point in said 10.17 acre tract and the northwest corner hereof;

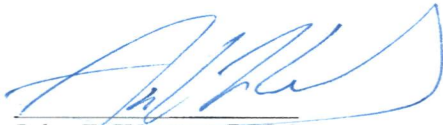
THENCE North 59°43'12" East along the common line of said Lot 1, Block 1 and said 10.17 acre tract a distance of 4819.35 feet to a point in the west line of the residue of that certain 262.16 acre tract of land conveyed to STG Development II, LLC by deed recorded as Document Number 2011-6940 of said official records and the west line of the said 3.80 acre save and except tract in Ordinance No. 9077 for the southeast corner of said Lot 1, Block 1 and the northeast corner of said 10.17 acre tract and northeast corner hereof;

THENCE South 29°54'22" East along the west line of the residue of the said 262.16 acre tract, the most easterly east line of said 10.17 acre tract and the west line of the said 3.80 acre save and except tract a distance of 70.00 feet to a point in a north line of said Midland Development Corporation 127.3922 acre tract for the most easterly southeast corner of said 10.17 acre tract and the southwest corner of the said 3.80 acre save and except tract and most easterly southeast corner hereof;

THENCE S 59°43'12" W along the common line of said 127.3922 acre tract and said 10.17 acre a distance of 2516.94 feet to the **POINT OF BEGINNING**, and containing 8.866 acres of land, more or less.

Note: Bearings, distances and areas shown herein are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description is a representation of a survey completed on the ground under my supervision and are true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas
JFWCO Job No. 14-0031

March 31, 2014

PLANNING AND ZONING COMMISSION

April 14, 2014

CASE: P-14-012, Agri-Empresa, Section 2

STATUS: Proposed Preliminary Plat.

APPLICANT/OWNER: Schlumberger Technology Corporation

REPRESENTATIVE: Maverick Engineering

LEGAL DESCRIPTION: All of Blocks 1 and 2 Agri-Empresa Subdivision, plus 9.97-acres out of Section 11, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of W. Interstate Highway 20 and S. County Road 1250.

CURRENT ZONING: BP, I-20 Business Park District

RELATED CASES: Z-14-006 (Zone change request from BP to LI)

DETAILS OF REQUEST:

1. The applicant's property is located on the northeast corner of the intersection of W. Interstate Highway 20 and S. County Road 1250. This property was previously platted but the applicant wishes to create new lots and to dedicate right of way to the city.

DRAINAGE:

2. A drainage study must be approved by staff as a condition of final plat approval.

PUBLIC IMPROVEMENTS:

3. Required public improvements include Schlumberger Drive and Big Blue Avenue being constructed to City standards, County Road 1250 being constructed to arterial standards, the extension of water to serve all lots and looping the system, the extension of sewer to serve all lots, the installation of fire hydrants to meet City Fire Code. The applicant is responsible for the construction of these improvements.

RIGHT-OF-WAY:

4. The applicant is dedicating two streets to the city with this plat that are currently private access easements. Big Blue Avenue will have 60 feet of Right-of-Way and Schlumberger Drive will have 70 feet of Right-of-Way. Provide these access easements are dedicated to the public, any obstructions such as gates must be removed immediately.

5. A temporary turn-around easement is shown at the eastern end of Schlumberger Drive. A note is needed on the plat stating that this easement shall terminate once a connecting public street is dedicated.

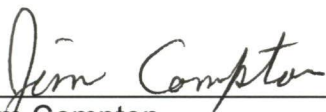
TECHNICAL ITEMS:

6. That the survey call on the west side of the southern portion of Big Blue Avenue is corrected.
7. Indicate that the two new streets are being dedicated by this plat.

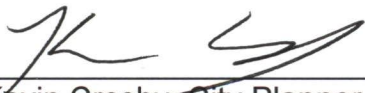
STAFF RECOMMENDATION:

Staff recommends approval of the proposed preliminary plat of Freeland Addition, Section 10, subject to the following conditions:

- A. That a drainage plan is approved.
- B. That the required public improvements are adequately addressed.
- C. That the Technical Conditions listed in paragraphs 6 and 7 are addressed.
- D. That any obstructions to the dedicated right-of-way are removed after final plat approval.
- E. That the appropriate note regarding the Temporary Turnaround Easement is added to the final plat.



Jim Compton
Planning Division Manager
Department of Development Services



Kevin Crosby, City Planner
Department of Development Services

Attachments:

Preliminary Plat Application
Maps
Proposed Preliminary Plat
Agreement with RSP Permian

Case Number: 2-14-006

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Schlumberger Technology Corporation (281) 285-4360
Applicant Name (Phone/e-mail)
155 Industrial Boulevard, MD-1, Room 136, Sugar Land Texas 77478
Address Zip Code

Schlumberger Technology Corporation (281) 285-4360
Property Owner Name (Phone/e-mail)
155 Industrial Boulevard, MD-1, Room 136, Sugar Land Texas 77478
Address Zip Code

Robert V. Rendall, Jr. (432) 688-0246
Representative Name (Phone/e-mail)
550 West Texas Avenue, Suite 800, Midland, Texas 79701
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. Please see attached
7220 W I-20 and 7140 W. CR 116

Lot 1, Block 1 and Lot 1, Block 2 Agri-Empressa Subdivision as
recorded in Cabinet I, Page 136 Plat Records, Midland County, Texas

PRESENT ZONE: I-20 Business Park REQUESTED ZONE: ~~IP~~ Light Industrial RM
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The Owner is in need of multiple uses on its
property ranging from office building to dry powder mixing. IP is the
only zoning designation which will accommodate the uses of Owner

Present Use of Property: Most is vacant; office building under construction;
transport hub

Proposed Use of Property: uses allowed in ~~IP~~ District Light Industrial RM

How will zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation:
The property was recently annexed and the current zoning was put into place
at that time. Owner had not fully developed its long range plans at that time.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes X No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

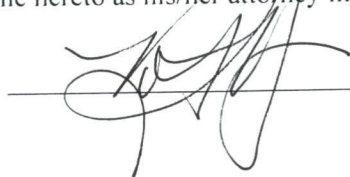
Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Robert V. Rendell, Jr who, being by me duly sworn, upon oath says: That (s)he is authorized by Schlumberger Technology Corporation the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

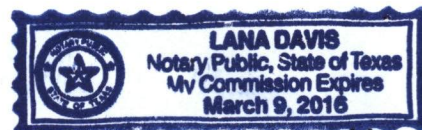


Authorized Agent (signature)

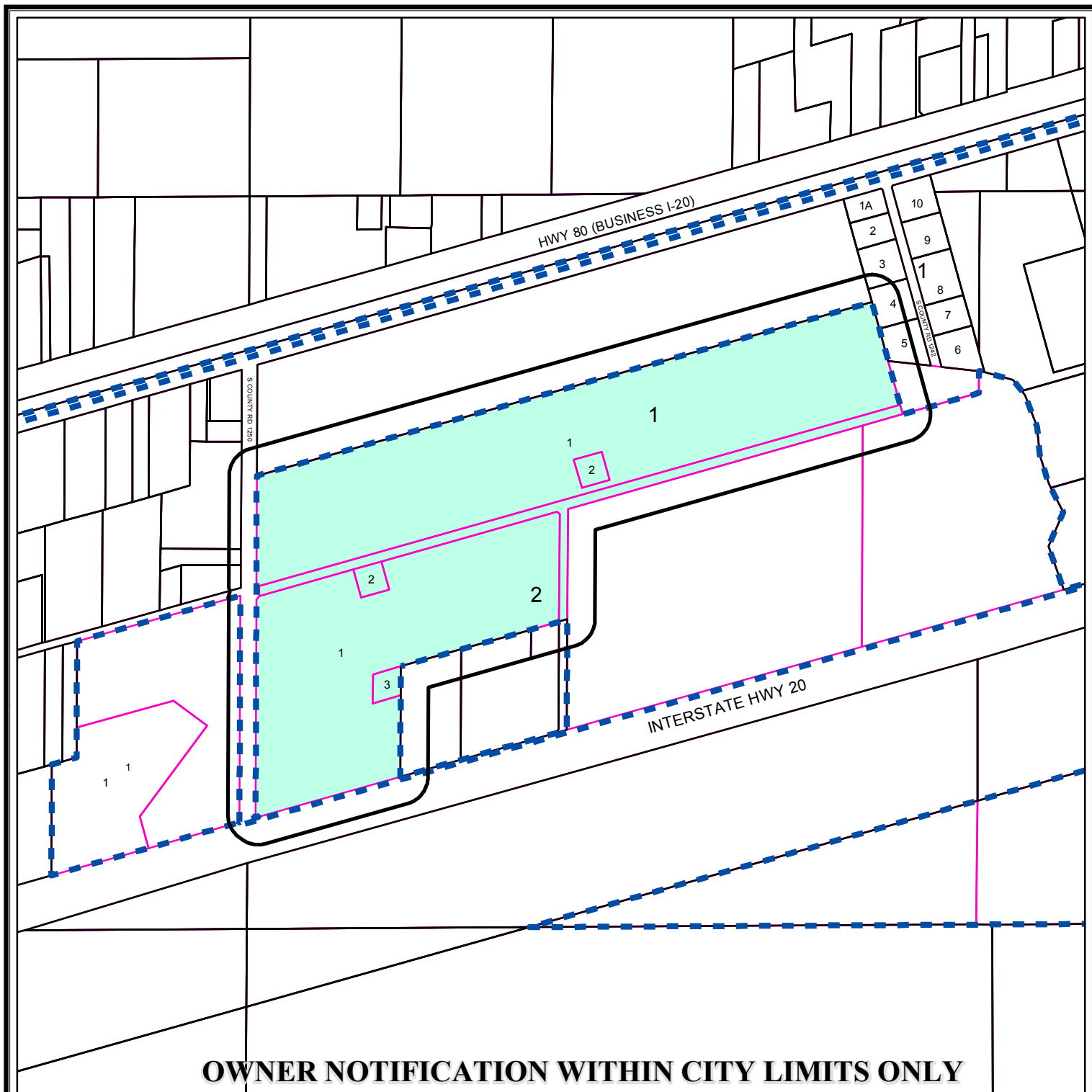
Subscribed and sworn to before me, this 15th day of January, 20 14, to certify which witness my hand and seal of office.

Lana Davis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>JC</u>	Date: <u>1/20/14</u>
Assigned: <u>JC</u>	
For: <u>3/3/14</u>	On: <u>P+Z</u>



****Application will not be considered for scheduling until reviewed by a planner.****



OWNER NOTIFICATION WITHIN CITY LIMITS ONLY

PROPERTY OWNER NOTIFICATION MAP

Z - 14 - 006

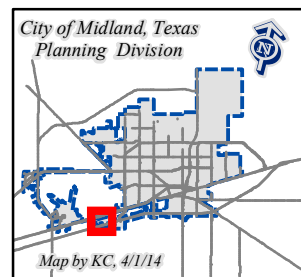
Scale: 1" = 1000'

Consider a request for a zone change from BP, I-20 Business Park District to LI, Light Industrial District on all of Blocks 1 and 2, Agri-Empresa Subdivision, and a 8.87-acre tract of land out of Block 40, Section 11, T-2-S, T&P Railroad Company Survey, City and County of Midland, Texas.

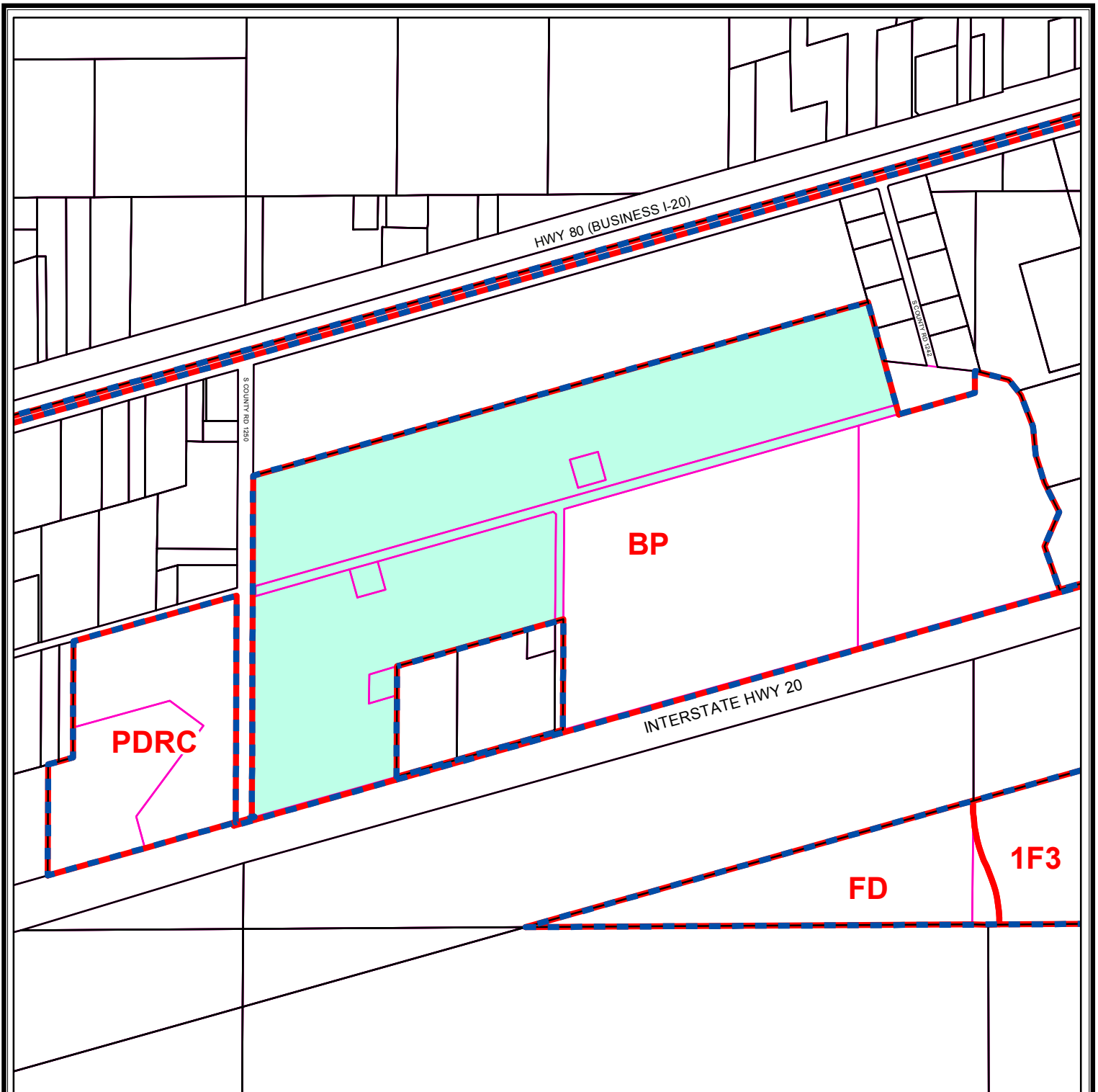
Generally located on the northeast corner of the intersection of W. Interstate Highway 20 and S. County Road 1250. (District 2)

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 14 - 006

Scale: 1" = 1000'

Consider a request for a zone change from BP, I-20 Business Park District to LI, Light Industrial District on all of Blocks 1 and 2, Agri-Empresa Subdivision, and a 8.87-acre tract of land out of Block 40, Section 11, T-2-S, T&P Railroad Company Survey, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of W. Interstate Highway 20 and S. County Road 1250. (District 2)

LEGEND

Map by, KC 4/1/14

- | | |
|---|--|
| ZONING | CITY PARCELS |
| CITY LIMITS | COUNTY PARCELS |

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Johnny Reyes for a zone change from PD, Planned District for Recreation Center to CE, Country Estate District on Lot 1, Block 1, Rolling Green Acres Addition, City and County of Midland, Texas. (Generally located on the north side of E. Highway 80, approximately 400 feet west of Todd Drive). –District 2.

Purpose:

Consider an ordinance on second reading on a request by Johnny Reyes for a zone change from PD, Planned District for Recreation Center to CE, Country Estate District

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City for processing this application.

Discussion:

The property was zoned PD, Planned District for a Recreation Center at the request of the property owner in 2009. It was his intention, to open a commercial recreation use. However, the plans fell through; and the applicant now wants to bring the parcel back in conformance with the surrounding zoning and build a single-family home. The City Council voted to approve this ordinance on first reading on May 6, 2014. This ordinance is now ready for consideration on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, ROLLING GREEN ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A RECREATION CENTER, TO BE USED AS A CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST HIGHWAY 80, APPROXIMATELY 400 FEET WEST OF TODD DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a CE, Country Estate District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Recreation Center, and it shall be used as a CE, Country Estate District, said property being described as follows:

Lot 1, Block 1, Rolling Green Acres Addition, City and County of Midland, Texas.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

PLANNING AND ZONING COMMISSION

April 14, 2014

CASE: Z-14-016, Johnny Reyes.

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for Recreation Center to CE, Country Estate District.

APPLICANT/OWNER: Johnny Reyes

REPRESENTATIVE: Schumann Engineering Company.

LEGAL DESCRIPTION: Lot 1, Block 1, Rolling Green Acres Addition, City and County of Midland, Texas.

LOCATION: Generally located on the north side of E. Highway 80, approximately 400 feet west of Todd Drive.

CURRENT ZONING: Planned District for Recreation Center.

DETAILS OF REQUEST:

1. The applicant desires to rezone a lot from PD, Recreation Center to CE, Country Estate District.

SURROUNDING ZONING AND LAND USE:

2. The subject parcel is surrounded by an AE, Agricultural-Estate District. East across Todd Drive is a PD, Transition District. South of the site across I-20 is Midland County. West across Chukar Lane is a PD, Housing Development District.

ANALYSIS:

3. The property was zoned PD, Planned District for a Recreation Center at the request of the property owner. It was his intention, to open a commercial recreation use. However, the plans fell through. The applicant now wants to bring the parcel back in conformance with the surrounding zoning and build a single-family home. At 1.2 acres, the parcel is too small to meet minimum lot area requirements of the surrounding AE District. However, the CE District also allows the keeping of livestock, and is therefore compatible with the AE District.

STAFF RECOMMENDATION:

4. Staff recommends approval of this request for a zone change from PD, Recreation Center to CE, County Estate District. This proposed CE, Country Estate District would be compatible with the AE, Agriculture-Estate District that surrounds the parcel.



Robert Baronti, AICP
Senior Planner
Development Services



Jim Compton
Planning Division Manager
Department of Development Services

Attachments:

Application
Maps

Case Number: 2-14-014

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

JOHNNY REYES

432-352-850

Applicant Name

(Phone/e-mail)

1722 EAST OAK

MIDLAND, TX

79705

Address

Zip Code

SAME AS ABOVE

Property Owner Name

(Phone/e-mail)

Address

Zip Code

SCHUMANN ENGINEERING CO., INC.

432-684-5548

BEN@SCHUMANNONLINE.NET

Representative Name

(Phone/e-mail)

408 N. PECOS ST.

MIDLAND, TX

79701

Address

Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. **2901 EAST HWY 80**

LOT 1, BLOCK 1, ROLLING GREEN ACRES ADDITION

PRESENT ZONE: **PDRC**

REQUESTED ZONE: **CE**

(List by tracts if more than one district is requested)

Reason for Zone Change Request: **CONSTRUCT A HOME**

Present Use of Property: **VACANT**

Proposed Use of Property: **RESIDENCE**

How will zone change affect the public health, safety and welfare? **NO EFFECT**

Describe how conditions affecting the property have changed since present zoning designation:
NO CHANGE

Is a Specific Use Permit with Term for alcoholic beverages sales needed? ☐ Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: \$400. Multiple, standard zone change: add \$100 per additional district.
- Single PD, Planned District zone change: \$550. Multiple PD proposal: add \$100 per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

BEN SANCHEZ who, being by me duly sworn, upon oath says: That (s)he is authorized by **JOHNNY REYES**, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

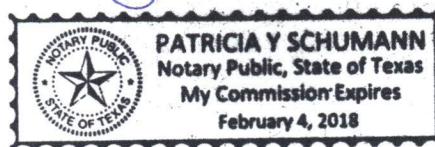
Ben Say

Authorized Agent (signature)

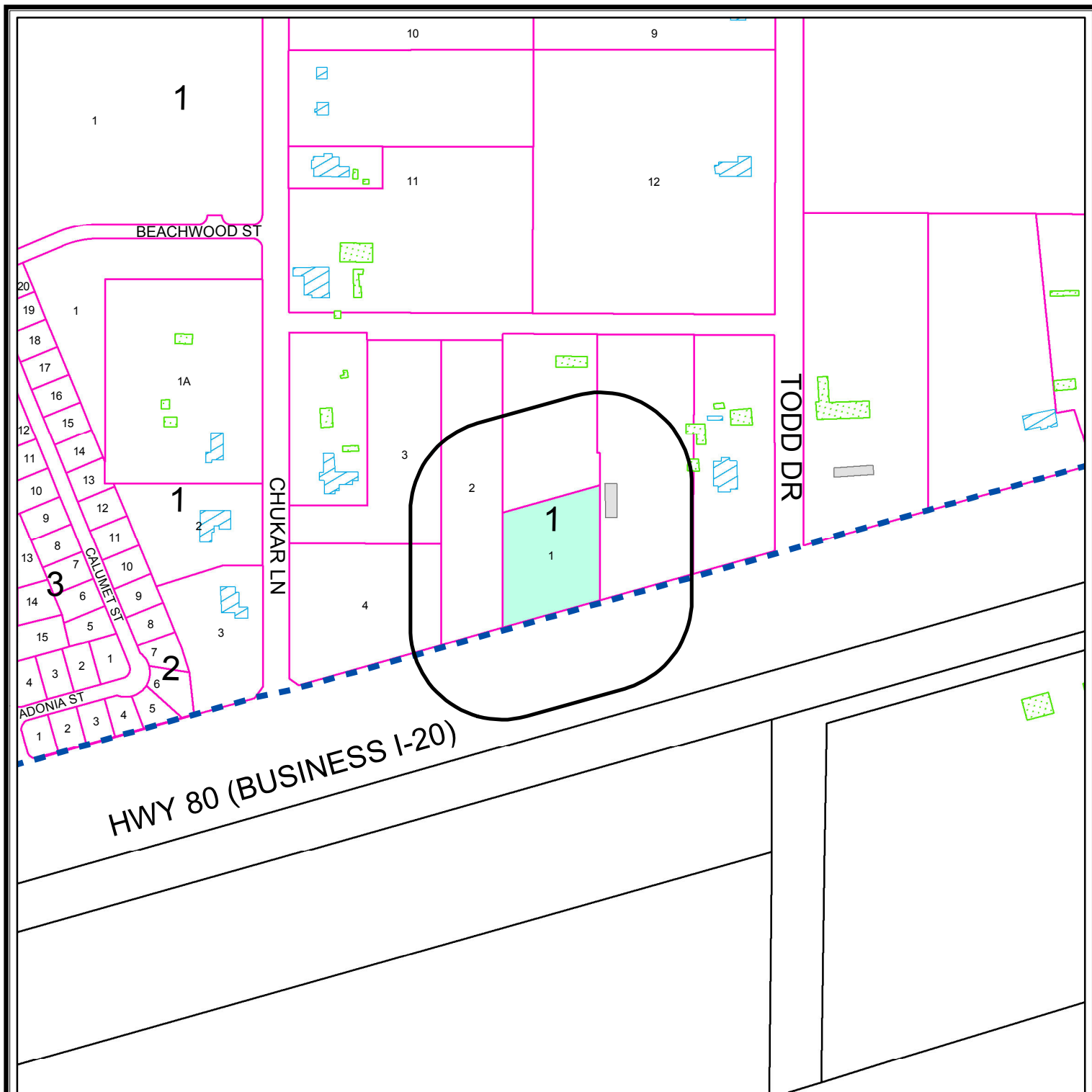
Subscribed and sworn to before me, this 10TH day of March, 20 14, to certify which witness my hand and seal of office.

Patricia Y. Schumann
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>NK</u>	Date: <u>3/11/14</u>
Assigned: <u>BB</u>	
For: <u>P&Z</u>	On: <u>4/14/14</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 14 - 016

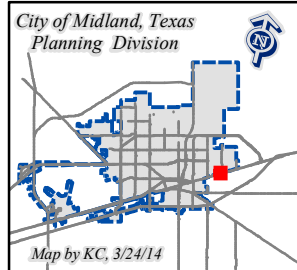
Scale: 1" = 300'

Consider a request for a zone change from PD, Planned District for a Recreation Center, to CE, Country Estate District on Lot 1, Block 1, Rolling Green Acres Addition, City and County of Midland, Texas.

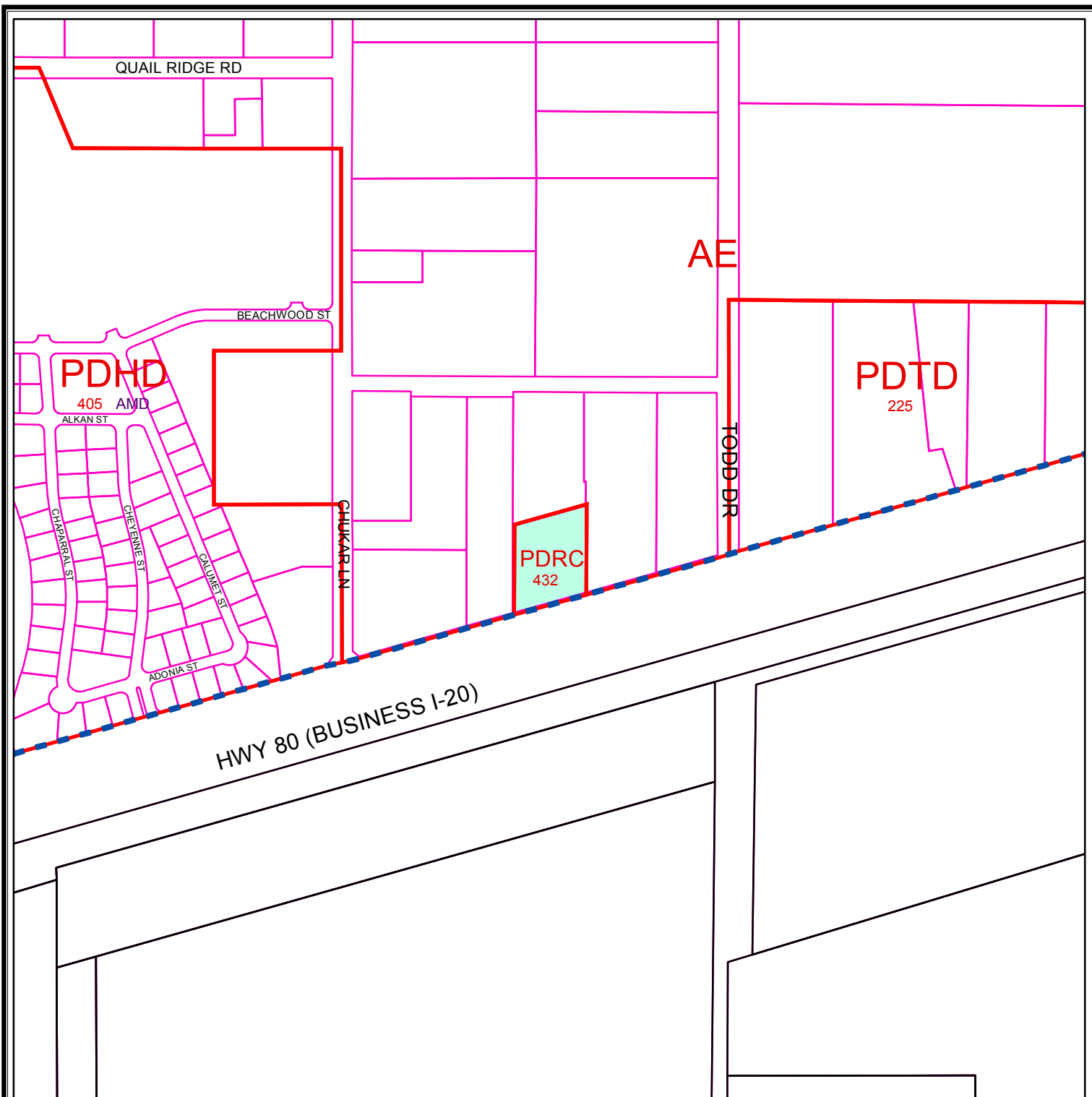
Generally located on the north side of E. Highway 80, approximately 400 feet west of Todd Drive.
(Council District - 2)

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 14 - 016

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Recreation Center, to CE, Country Estate District on Lot 1, Block 1, Rolling Green Acres Addition, City and County of Midland, Texas.

Generally located on the north side of E. Highway 80, approximately 400 feet west of Todd Drive.

(Council District — 2)

LEGEND

Map by KC, 3/24/14

ZONING

CITY LIMITS

CITY PARCELS

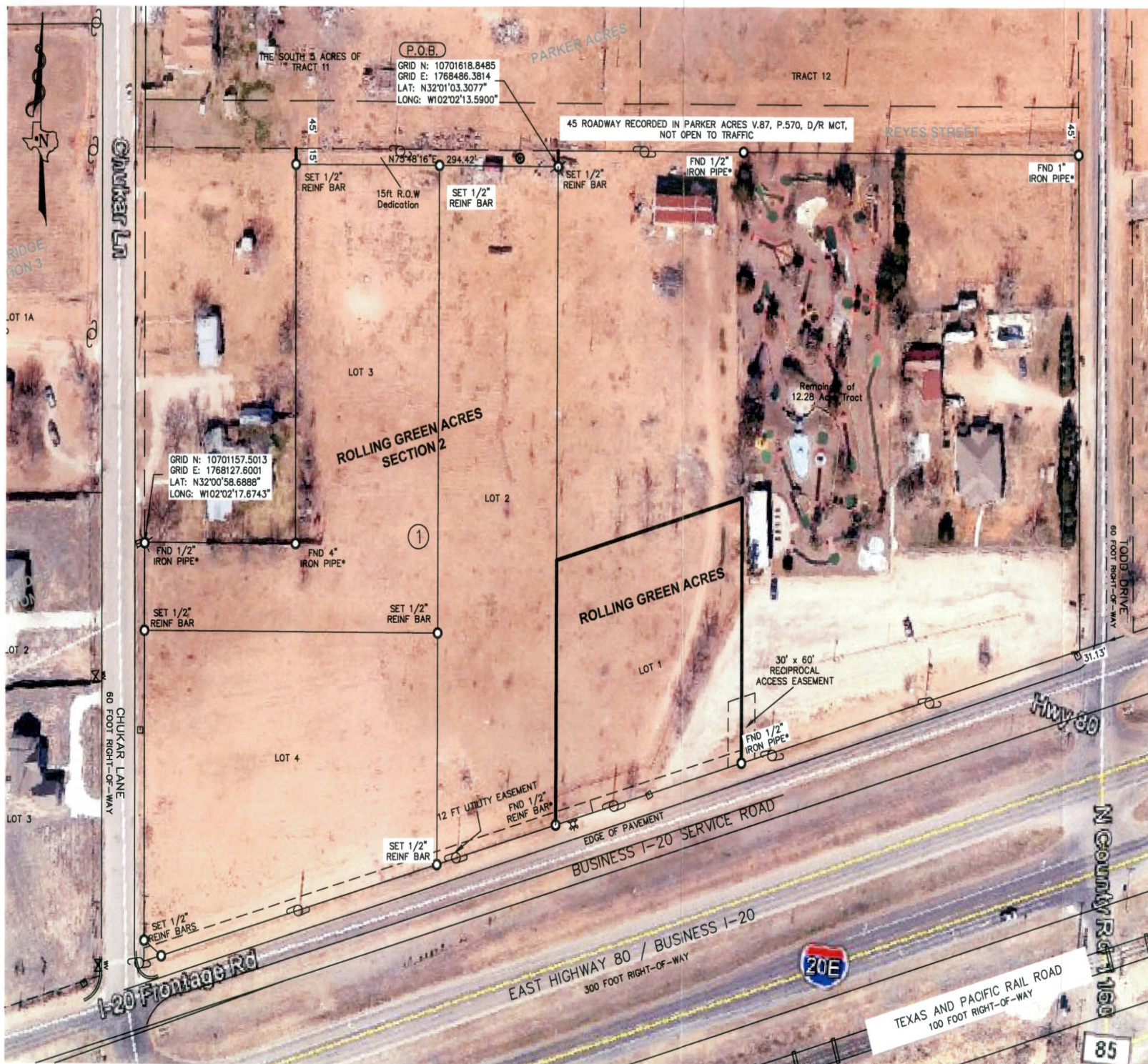
COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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SCHUMANN ENGINEERING CO., INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
TEXAS and NEW MEXICO

Civil Engineering ~ Land Surveying

408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504

Office (432) 684-5548
Fax (432) 684-6973

DRAWN BY: BS	DATE: 03/11/2014
CHECKED BY: BS	DRAWING NO.: 74,239
JOB NO.: 74239JR	SHEET 1 OF 1

MAR 11 2014

CASE NO. Z-14-016

GRAPHIC SCALE
1 inch = 100 ft.



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 5/20/2014

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider an ordinance on second reading amending ordinance number 8400 establishing fees and charges of the City of Midland Community Services Department for Parks & Recreation, Washington Aquatic Center and Doug Russell Pool, Animal Services, and Health and Senior Services; and repealing ordinances specifically in conflict with such fees and charges established herein

Purpose:

Consider an ordinance on second reading amending ordinance number 8400 establishing fees and charges of the City of Midland Community Services Department for Parks & Recreation, Washington Aquatic Center and Doug Russell Pool, Animal Services, and Health and Senior Services; and repealing ordinances specifically in conflict with such fees and charges established herein.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

An estimated \$35,270 in increased pool admission revenue in 2014.
An estimated \$108,862 in increased pool admission revenue in 2015.
An estimated \$9,000 in increased private rentals in 2014 & 2015.
An estimated \$18,000 in pool picnic pavilion rental in 2015.
An estimated \$1,980.00 in increased rabies shipping fees annually
Unknown annual revenues for immunization fees for health department.

Discussion:

The Community Services Department is proposing fee changes in three of its divisions:

1) The City of Midland contracted with Kimley-Horn and Associates to study the feasibility of renovating the Doug Russell Pool into a family aquatics center. During the study, they analyzed the entry fees of other aquatics facilities in the West Texas region that are similar in size and scale. The information was shared with the City Council on September 10, 2013, during a briefing session.

Midland currently charges \$1 per person for daily admission, \$25 per season for an individual pass (sold 10 in 2013), and \$75 for a family of 5 for the season (sold 5 in 2013). Entry fees for other aquatics facilities in the area range from \$3.50 to \$5.00 for daily admission. Some offer a "punch card" option with a reduced rate. Staff is recommending a \$2.00 admission fee for 2014 and a \$3.00 admission fee for 2015. Staff is also proposing a reduced rate punch card. (see attachment for complete fee schedule)

In addition to the pool admission fees, staff is recommending an increase in private pool rentals. Midland currently charges \$300 for two hours of pool rental, half as much as Odessa. In an effort to recapture the expense of lifeguards, staff recommends an increase to \$600 for two hours.

Also, in 2015, there will be a picnic pavilion area within the new pool area at Doug Russell. Staff recommends a rental fee of \$100 for two hours with a two hour maximum rental time. This could result in an additional \$300 revenue per day.

The proposed fees will allow City of Midland pools to remain the best value in the area for public pool facilities. Pool rates would become effective May 15, 2014, and May 15, 2015. Those purchasing a 75 punch card would not see a rate increase over current fees. Citizens will not be turned away from daily admission for inability to pay.

2) The cost associated with shipping a rabies specimen has increased. The city currently charges \$15 to the owner of the pet being tested. The average cost of shipping a specimen is \$30 - \$40 depending on weight but can be in upwards of \$80 if priority shipping is required. Last FY Animal Services shipped 66 specimens via Greyhound. It is being recommended the fee be increased to \$45 in order for the expense to be recaptured. The new fee would go into effect on June 1, 2014.

3) The Health Department will soon be able to offer immunizations to citizens covered by health insurance. New laws prevent insured individuals from receiving state provided immunizations. The Health Department will purchase their own stock of immunizations to make available to the public. The fees listed (see attachment) would go into effect on June 1, 2014, and will allow the city to provide the immunizations to insured citizens. In addition to the fee per shot, a \$20 Administration Fee per person will be charged to recapture the expense of staff time as well as the 8% paid to Midland Memorial Hospital for their services in billing insurance companies.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 8400 ESTABLISHING FEES AND CHARGES OF THE CITY OF MIDLAND COMMUNITY SERVICES DEPARTMENT FOR PARKS AND RECREATION, WASHINGTON AQUATIC CENTER AND DOUG RUSSELL POOL, ANIMAL SERVICES, AND HEALTH AND SENIOR SERVICES DEPARTMENT; AND REPEALING ORDINANCES SPECIFICALLY IN CONFLICT WITH SUCH FEES AND CHARGES ESTABLISHED HEREIN

WHEREAS, the City Council finds it to be in the public interest to amend fees and charges of the City of Midland Community Services Department, Parks and Recreation, Washington Aquatic Center and Doug Russell Pool, Animal Services, and Health and Senior Services Department; and

WHEREAS, the City Council finds it to be in the public interest to repeal all previous Ordinances in conflict with the fees and charges established herein;

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

SECTION ONE. That the fees to be charged shall be as set forth for the City of Midland Community Services Department, Parks and Recreation, Washington Aquatic Center and Doug Russell Pool, Animal Services, and Health and Senior Services Department, attached hereto and incorporated herein for all purposes.

SECTION TWO. That previous Ordinances establishing or amending fees and charges of the City of Midland Community Services Department, Parks and Recreation, Washington Aquatic Center and Doug Russell Pool, Animal Services, and Health and Senior Services Department, that are specifically in conflict with this Ordinance, are hereby repealed. The only fees and charges amended are those specifically mentioned in this Ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

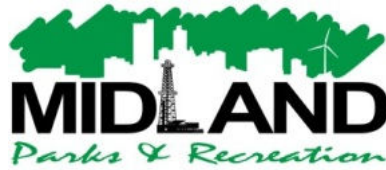
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Tina Jauz, Community Services Director

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



PROPOSED FEES

Washington Aquatic Center and Doug Russell Pool 2013, 2014, 2015

Year	Daily Pass	Season Pass	10 Punch Card	25 Punch Card	75 Punch Card
2013	\$1.00	\$25.00/\$75.00			
2014	\$2.00		\$15.00	\$35.00	\$75.00
2015	\$3.00		\$15.00	\$35.00	\$75.00

Year	Private Party Pool Rental	Picnic Pavilion at Doug Russell
2013	\$300 for 2 hours	
2014	\$300 for 1 hour	
2015	\$300 for 1 hour	\$100 for 2 hours



FEE STRUCTURE FOR MIDLAND POOLS

Washington Aquatic Center and Doug Russell Pool OPERATING EXPENSES VS. REVENUE

<u>2013 EXISTING POOLS</u>	<u>\$1 Admission (Actual attendance 34,730)</u>	
Operating Expenses	\$229,257.00	
Revenue	\$ 45,960.00	
Net Operating Loss	(\$183,297.00)	recapture rate of 20%
<u>2014 EXISTING POOLS</u>	<u>\$2 Admission (Projected 2014 Attendance 35,000)</u>	
Operating Expenses	\$229,257.00	
Revenue	\$ 81,230.00	
Net Operating Loss	(\$148,027.00)	recapture rate of 35%
<u>2015 ONE NEW POOL</u>	<u>\$3 Admission (Projected 2015 Attendance 61,885)</u>	
Operating Expenses	\$241,817.00	
Revenue	\$190,092.00	
Net Operating Loss	(\$ 51,725.00)	recapture rate of 79%

Notes:

- 1) Number projections based on Kimley-Horn Fee Analysis completed in 2013.
- 2) 2015 projections after the \$3.2 Million renovation at Doug Russell.
- 3) Above numbers are a reflection of Doug Russell and Washington Pools together.



PROPOSED FEES
Rabies Specimen Shipping
Effective June 1, 2014

Rabies Specimen Shipping	Current Fee	Current Revenue	Proposed Fee	Proposed Revenue
	\$15	\$990	\$45	\$2,970



PROPOSED FEES

Vaccinations

Effective June 1, 2014

VACCINATION	CURRENT FEE	PROPOSED FEE
Hepatitis A (Adult)	N/A	\$45.00
Hepatitis B (Adult)	\$40.00	\$50.00
Hepatitis A (Child)	N/A	\$30.00
Hepatitis B (Child)	N/A	\$25.00
Measles, Mumps, Rubella	N/A	\$75.00
Meningococcal	\$110.00	\$130.00
TD	N/A	\$50.00
Influenza (high dose)	\$25.00	\$35.00
Influenza (Adult)	\$20.00	\$25.00
Influenza (Child)	\$20.00	\$20.00
Varicella (Chickenpox)	\$110.00	\$130.00
Yellow Fever	N/A	\$130.00
Gardasil (HPV)	N/A	\$145.00
Polio Vaccine	N/A	\$50.00
Oral Typhoid	N/A	\$70.00
Typhoid	N/A	\$80.00
Tdap	\$45.00	\$60.00
Rotavirus	N/A	\$140.00
HIB	N/A	\$40.00
Pneumococcal Polysaccharide	N/A	\$50.00
Zostavax Zoster	N/A	\$200.00
Administration Fee		\$20.00



City Council Agenda

Approved for Agenda:
rwpattick
City Manager's Office

MEETING DATE: 5/20/2014

TO: City Council / City Manager

FROM: Sylvester Cantu, Community Development Manager

SUBJECT: At approximately 10:30 a.m. hold a public hearing on the 2014/15 CDBG Program

Purpose:

At approximately 10:30 a.m. hold a public hearing on the 2014/15 Community Development Block Grant (CDBG) Program

Recommended City Council Action

☐ Approve ☐ Deny ☒ Directional / Informational

Fiscal Impact:

All costs associated with accepting and implementing the CDBG activities will be addressed using existing City resources. It is expected that the target area housing development activity will result in property value increases.

Discussion:

The purpose of this public hearing is to allow citizen input on the proposed distribution of 2014/15 CDBG funds. The 2014/15 CDBG entitlement grant will be \$730,276. A total of \$193,223 is also recommended for reallocation into FY 2014/15. We expect to receive \$108,000 in loan payments (program income) through the owner occupied housing reconstruction. Therefore, the total CDBG budget will be \$1,031,499 or \$923,499 if program income is not included. Funds to be reallocated are \$97,276 from the demolition program, \$66,580 from lot clearing and \$29,367 from contingency.

The Council CDBG Committee met on April 30, 2014 and made a proposed preliminary distribution of the CDBG funds. The Council may make adjustments to the proposed distribution of CDBG funds. Next, the Community Development staff will prepare a draft 2014/15 Action Plan to the City's Consolidated Plan for Community Development and Housing Funds. The Action Plan will be subjected to a 30-day public review period. Then, the Council will be asked to approve the Action Plan on July 8, 2014. The Action Plan will be submitted to HUD by the required August 15 deadline.

PRELIMINARY DISTRIBUTION OF 2014/15 CDBG FUNDS

Proposed Project/Program	Administering Agency	Amount Requested	Amount Funded
Owner Occupied Housing - Reconstruction Projects	City	\$0	\$0 +
Owner Occupied Housing Minor Repairs	City	\$69,500	\$69,500
Homebuyer Assistance Program	City	\$100,000	\$100,000
SE Senior Nutrition Program	Community & Senior Services	\$45,000	\$45,000 *
Home Cleaning Program	Casa de Amigos	\$32,500	\$32,500 *
Sidewalks for Habitat Development	City	\$150,000	\$150,000
Target Area Housing Development	City	tbd	\$477,000
Contingency			\$49,499
TOTAL			\$923,499
<u>Funding Available</u>			
2014/2015 Grant			\$730,276
Re-programmed from prior years			\$193,223 #
Total			\$923,499

* means project is a public service activity. Up to \$ 109,541 can be allocated to public services

+ Total available funds does not include \$108,000 in program income that will be used by the source program - owner occupied housing reconstruction projects

These funds are \$97,276 from the demolition program, \$66,580 from lot clearing and \$29,367 from contingency



City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:33 a.m. and consider an annexation of the property being a 16.90-acre tract of land out of Section 8, Block 40, T-2-S, T & P RR Company Survey, Midland County, Texas. (Generally located on the southwest corner of the intersection of Wright and Loop 40).

Purpose: Hold a public hearing at approximately 10:33 a.m. and consider an annexation of the property being a 16.90-acre tract of land.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

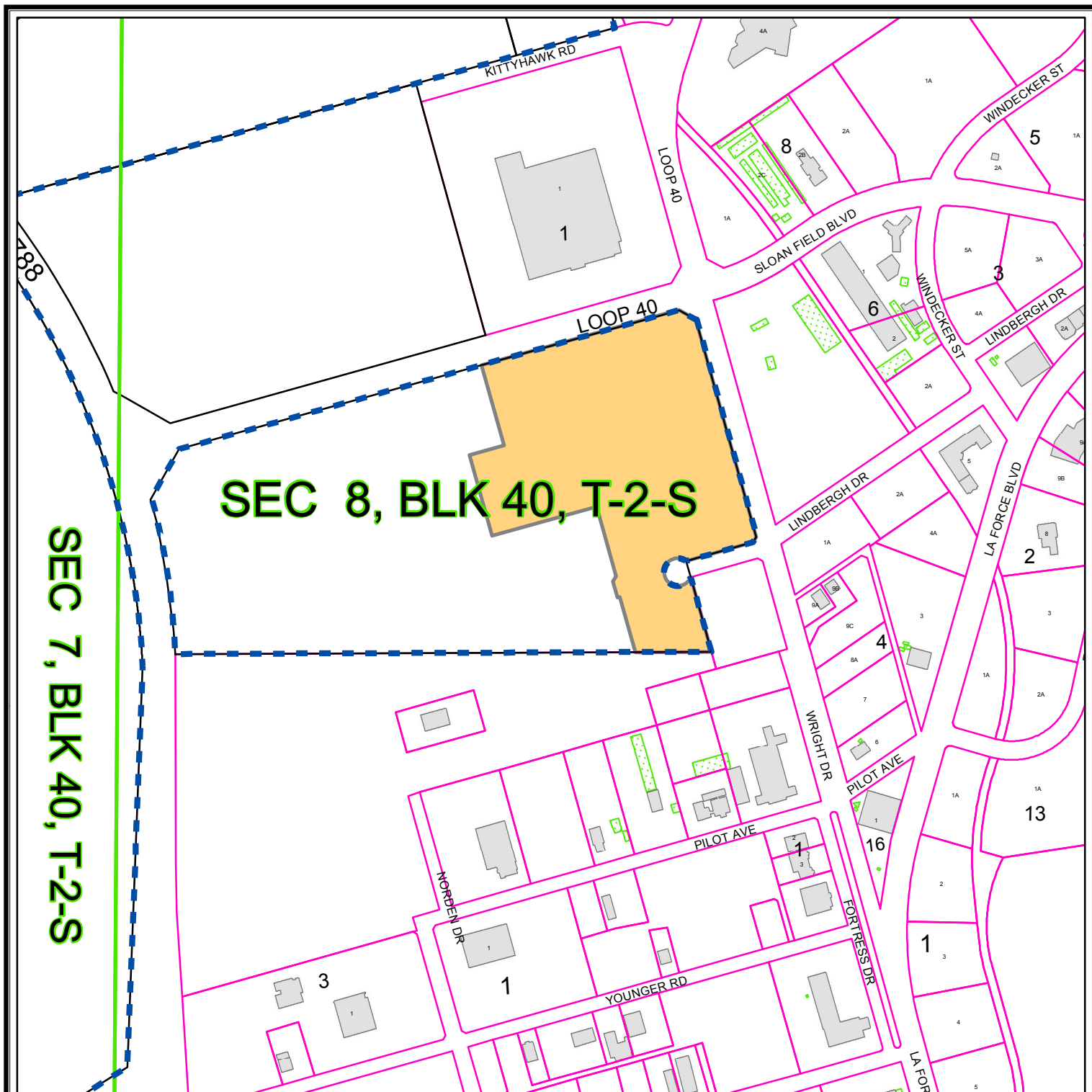
There is no cost to the City to hold a public hearing on the proposed annexation.

Discussion:

Younger Partners, Ltd. have requested annexation into the City of Midland, on March 2, 2014. The City Council voted to have staff begin the annexation of the property being a 16.90-acre tract of land out of Section 8, Block 40, T-2-S, T & P RR. Co. Survey, Midland County, Texas. This is the next step in the annexation process to hold a public hearing. The second public hearing is scheduled for May 21st at a Special Council Meeting. Both of these public hearing have been averted and no letters of opposition have been received.

Attachments:

Map, Service Plan



PROPOSED ANNEXATION MAP

M - 14 - 006

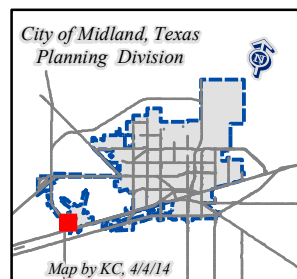
Scale: 1" = 500'

TRACT 3

Consider a request for the annexation of a 16.90-acre tract of land out of Section 8, Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY
- CITY LIMITS
- SURVEY SECTION
- COUNTY PARCEL
- CITY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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EXHIBIT

SERVICE PLAN FOR AREA

Younger Properties, LTD 2

16.90-acre tract of land out of Section 8, Block 40, T-2-S, T & P RR Company Survey, Midland County, Texas. (Generally located on the southwest corner of the intersection of Wright and Loop 40.)

Engineering Services

Existing Services: None

- A. **Type of service to be provided:** Maintenance of streets, drainage, and right-of-way. Engineering services, traffic studies and controls will be provided as warranted.
- B. **Service to be provided within 60 days:** None.
- C. **Capital improvements to begin within 2 1/2 years:** Water line extension; street improvements; drainage improvements in accordance with City of Midland's development policies.

Utilities

Existing Services: None

- A. **Type of service to be provided:** Water provision and waste water collection.
- B. **Service to be provided within 60 days:** None
- C. **Capital Improvements to begin within 2 ½ Years:** Water and waste water improvements in accordance with City of Midland's development policies.

Solid Waste

Existing Services: None

- A. **Type of service to be provided:** Solid waste collection.
- B. **Service to be provided within 60 days:** Solid waste collection
- C. **Capital Improvements to begin within 2 ½ Years:** No improvements anticipated.

Police

Existing Services: None

- A. **Type of service to be provided:** Emergency and routine call response, traffic enforcement.
- B. **Service to be provided within 60 days:** Same as A above.
- C. **Capital Improvements to begin within 2 ½ Years:** No improvements anticipated.

Fire

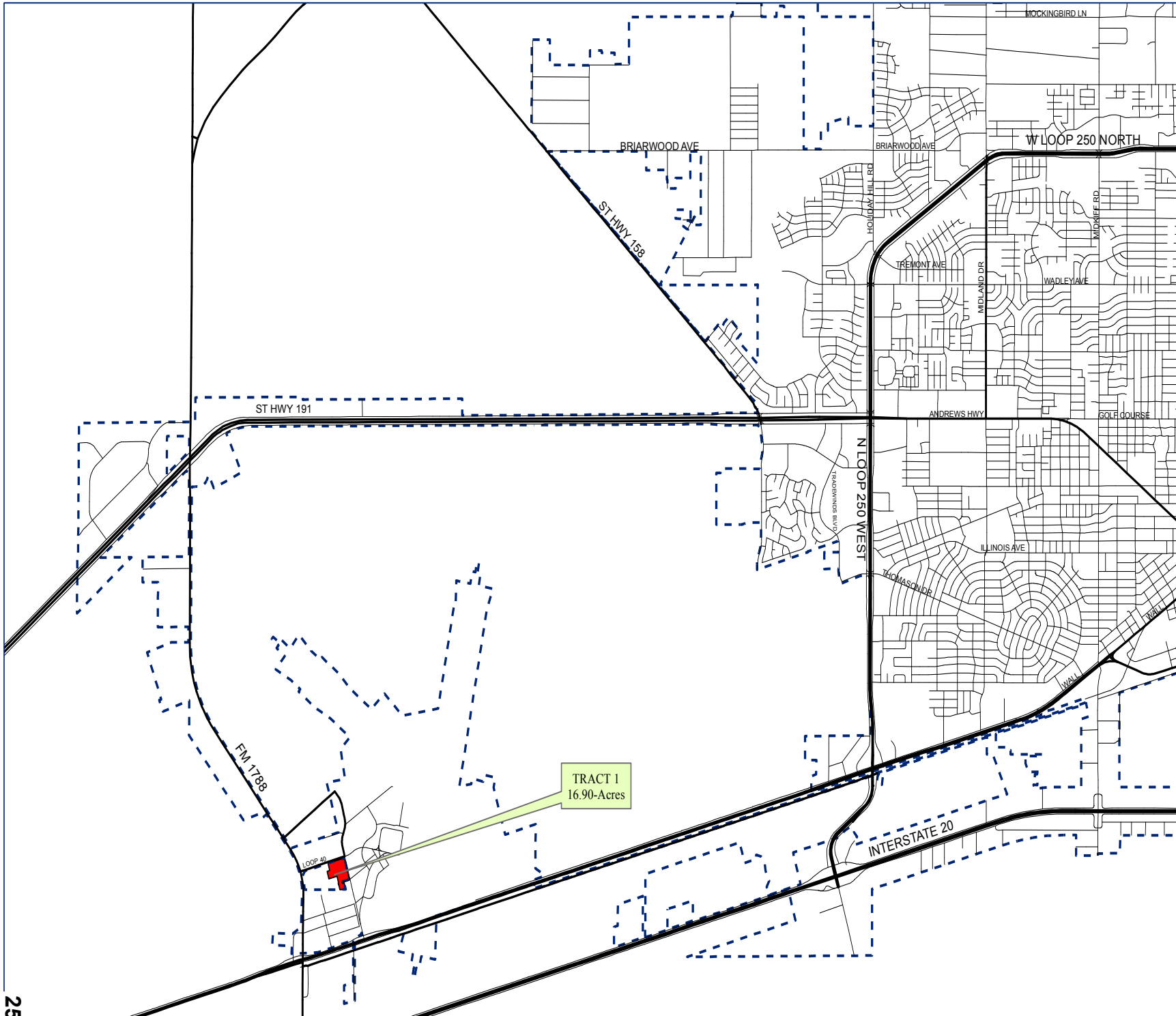
Existing Services: Provided through agreement with Midland County

- A. **Type of service to be provided:** Emergency service for fire protection for persons and property; Ambulance service.
- B. **Service to be provided within 60 days:** Same as A above.
- C. **Capital Improvements to begin within 2 ½ Years:** No improvements anticipated.

Community Services

Existing Services: Health and Senior Services throughout Midland County

- A. **Type of service to be provided:** Parks Service, Health, Senior Services, and Animal Control.
- B. **Service to be provided within 60 Days:** All of the services described in A, above.
- C. **Capital Improvements to begin within 2 ½ years:** No improvements anticipated.



Proposed Annexation

April 4, 2014

LEGEND

- Streets
- City Limits
- Annexation Tract



PLANNING DIVISION
Map by MH

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Pravin Patel for a zone change from PD, Planned District for a Shopping Center, to O-2, Office District on a 6.19-acre tract of land, out of Section 6, Block 39, T-2-S, T&P Railroad Company Survey, City and County of Midland, Texas. (Generally located on the east side of S. Loop 250 West, approximately 400 feet north of W. Wall Street) – District 4.

Purpose:

Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Pravin Patel for a zone change from PD, Planned Districts for a Shopping Center, to O-2, Office District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's 6.19-acre property is located on the east side of S. Loop 250 West, approximately 400 feet north of W. Wall Street, within two PD, Planned Districts for a Shopping Center. This property has an associated plat which is seeking to subdivide the property in to four lots. The only proposed use staff is aware of is a four story Motel 6 on the east side of the property, adjacent to Beal Park. The applicant wishes to rezone to an O-2 District in order to obtain a greater height for the hotel. The O-2 District allows for office buildings, hotels, and limited retail uses, including restaurants up to seven

standard stories in height. The location is a major intersection between Loop 250 and Business I-20, which when coupled with the athletic fields in Beal Park, provide a good location for a hotel. Other permitted uses within an O-2 District include restaurants or snack bars, various light retail operations, art studios, and various office uses. Staff feels that this combination of factors makes this location appropriate for O-2, Office District zoning. Staff has received 1 written notice of opposition to this request. The Planning and Zoning Commission recommended approval of this zone change request by a 7 to 0 vote on May 5th, 2014 and staff concurs.

Attachments:

May 5, 2014 Staff Report
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.94-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN O-2, OFFICE DISTRICT; BY PERMITTING A 4.25-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN O-2, OFFICE DISTRICT; SAID TRACTS BEING OUT OF SECTION 6, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LOOP 250 WEST, APPROXIMATELY 400 FEET NORTH OF WEST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an O-2, Office District, and an O-2, Office District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an O-2, Office District, said property being described as follows:

A 1.94-acre tract of land out of Section 6, Block 39, T-2-S, T&P RR Co. Survey, City

and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein.

SECTION TWO. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an O-2, Office District, said property being described as follows:

A 4.25-acre tract of land out of Section 6, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “B”, which is attached hereto and incorporated herein.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



SCHUMANN ENGINEERING CO., INC.

Civil Engineering ~ Land Surveying

Max A. Schumann, Jr.
PE, RPLS 1951 to 2012

Cynthia Ann Klatt, President
Ben Sanchez, PE
R J Daum, RPLS

408 North Pecos Street ~ P. O. Box 504 ~ Midland, Texas 79702-0504
Office (432) 684-5548 ~ Fax (432) 684-6973

February 27, 2014

ZONE CHANGE FIELD NOTE DESCRIPTION #2

FIELD NOTE DESCRIPTION OF A 4.25 ACRE TRACT OF LAND, OUT OF A 5.77 ACRE, PD~~5B~~ ZONED TRACT OF LAND, PER CITY OF MIDLAND ORDINANCE 7694, OUT THE NW/4 OF SECTION 6, BLOCK 39, T-2-S, T&P RR CO SURVEY, MIDLAND COUNTY TEXAS, AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REINF BAR, IN THE WEST RIGHT OF WAY LINE OF BEAL PARKWAY, SAME BEING THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 59°46'13" W, A DISTANCE OF 343.90 FEET TO A POINT;

THENCE N 70°11'37" W, A DISTANCE OF 255.73 FT, TO A FOUND 1/2" REINF BAR, FOR THE MOST WESTERLY CORNER OF THIS TRACT;

THENCE N 14°21'07" W, A DISTANCE OF 600.85 FT, TO A SET 1/2" REINF BAR, FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT, IN THE WEST RIGHT OF WAY LINE OF BEAL PARKWAY, AND IN A CURVE (C1) TO THE LEFT, WITH A RADIUS OF 430 FT AND CHORD BEARING OF S 49°27'42" E, AND DISTANCE OF 402.73 FT;

THENCE SOUTHEAST ALONG SAID CURVE (C1), SAME BEING THE WEST LINE OF BEAL PARKWAY, A DISTANCE OF 419.12 FT, TO A FOUND 1/2" REINF BAR;

THENCE S 77°35'10" E, FOR A DISTANCE OF 99.71 FEET, WITH SAID WEST LINE OF BEAL PARKWAY, TO A SET 1/2" REINF BAR, AND IN A CURVE (C2) TO THE RIGHT, WITH A RADIUS OF 430 FT AND CHORD BEARING OF S 53°08'41" E, AND CHORD DISTANCE OF 353.60 FT;

THENCE SOUTHEAST ALONG SAID CURVE (C2), A DISTANCE OF 364.41 FT, SAME BEING THE WEST RIGHT OF WAY LINE OF BEAL PARKWAY, TO THE POINT OF BEGINNING.

NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.





SCHUMANN ENGINEERING CO., INC.

Civil Engineering ~ Land Surveying

Max A. Schumann, Jr.
PE, RPLS 1951 to 2012

Cynthia Ann Klatt, President
Ben Sanchez, PE
R J Daum, RPLS

408 North Pecos Street ~ P. O. Box 504 ~ Midland, Texas 79702-0504
Office (432) 684-5548 ~ Fax (432) 684-6973

February 27, 2014

ZONE CHANGE FIELD NOTE DESCRIPTION #1

FIELD NOTE DESCRIPTION OF A 1.94 ACRE TRACT OF LAND, OUT OF A 39.46 ACRE, PD~~510~~ ZONED TRACT OF LAND, PER CITY OF MIDLAND ORDINANCE 7693, OUT THE NW/4 OF SECTION 6, BLOCK 39, T-2-S, T&P RR CO SURVEY, MIDLAND COUNTY TEXAS, AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REINF BAR, IN THE EAST RIGHT OF WAY LINE OF LOOP 250, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT, N:10682564.39, E:1735766.25, BASED ON CITY OF MIDLAND BASE, JANUARY 28, 2014;

THENCE N 75°40'43" E, A DISTANCE OF 248.51 FEET, TO A FOUND 1/2" REINF BAR, FOR A CORNER;

THENCE S 70°11'37" E, A DISTANCE OF 255.73 FT, TO A POINT, FOR THE MOST EASTERLY, NORTHEAST CORNER OF THIS TRACT;

THENCE S 59°46'13" W, A DISTANCE OF 73.16 FEET TO A FOUND IRON PIPE, FOR A CORNER;

THENCE S 14°29'21" E, A DISTANCE OF 118.36 FEET, TO A FOUND 1/2" REINF BAR, FOR A CORNER;

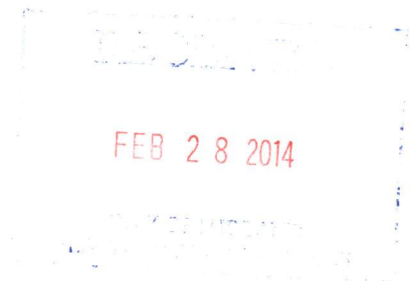
THENCE S 59°40'00" W, A DISTANCE OF 199.90 FEET, TO A FOUND 1/2" REINF BAR, IN THE SAID EAST RIGHT OF WAY LINE OF LOOP 250, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 30°01'18" W, A DISTANCE OF 74.14 FEET, WITH SAID EAST LINE OF LOOP 250, TO A FOUND CONCRETE RIGHT OF WAY MARKER, FOR A CORNER;

THENCE N 48°09'00" W, A DISTANCE OF 319.33 FEET, WITH SAID EAST LINE OF LOOP 250, TO THE POINT OF BEGINNING.

NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.



PLANNING AND ZONING COMMISSION

May 5, 2014

CASE: Z-14-009, Pravin Patel

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for a Shopping Center, to O-2, Office District on a 4.25-acre tract of land, and from PD, Planned District for a Shopping Center, to O-2, Office District, on 1.94-acre tract of land.

APPLICANT/OWNER: Pravin Patel.

REPRESENTATIVE: Schumann Engineering Co., Inc.

LEGAL DESCRIPTION: A 6.19-acre tract of land out of land out of Section 6, Block 39, T-2-S, T&P Railroad Company Survey, City and County of Midland, Texas.

LOCATION: Generally located on the east side of S. Loop 250 West, approximately 400 feet north of W. Wall Street.

CURRENT ZONING: PD, Planned District for a Shopping Center.

ASSOCIATED CASES: P-14-015, Westridge Section 2.

DETAILS OF REQUEST:

1. The applicant's 6.19-acre property is located on the east side of S. Loop 250 West, approximately 400 feet north of W. Wall Street, within two PD, Planned Districts for Shopping Centers. This property has an associated plat which is seeking to subdivide the property in to four lots. The only proposed use staff is aware of is a four story Motel 6 on the east side of the property. The existing Planned Districts that govern the property are identical in nature, both have an underlying zoning of LR-3 and require site plan approval before any development may occur. Although hotels are a permitted use in an LR-3 District, the building height is limited to two and a half standard stories. The O-2, Office District, also allows for hotels, but includes a maximum height of seven standard stories. Thus, the applicant is requesting a zone change from the current zoning on the property to the O-2 District.

SURROUNDING ZONING AND LAND USE:

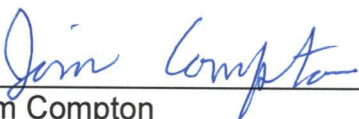
2. The property is bounded on the west by S. Loop 250 West and Beal Park (an AE, Agriculture Estate District) on the east. Various Planned Districts surround the property to the north and south and allow retail development. This area is relatively undeveloped with the only existing structures being Champion Autoplex, Midland Yamaha, Rhino Linings, Midland Safety and Health and Lonestar USA Safety and Training.

ANALYSIS:

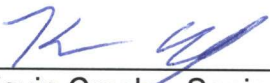
3. The applicant wishes to rezone to an O-2 District in order to obtain a greater height for the proposed hotel. The O-2 district allows for office buildings, hotels, and limited retail uses, including restaurants up to seven standard stories in height with a 1.20 Floor Area Ratio. The location is a major intersection between Loop 250 and Business I-20, which when coupled with the athletic fields in Beal Park, provide a good location for a hotel. Other permitted uses within an O-2 District include restaurants or snack bars, various light retail operations, art studios, and various office uses. Staff feels that this combination of factors makes this location appropriate for O-2, Office District zoning.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from PDSC, Planned District for a Shopping Center, to O-2, Office District.



Jim Compton
Planning Division Manager
Department of Development Services



Kevin Crosby, Senior Planner
Department of Development Services

Attachments:

Application
Maps

Case Number: 2-14-009

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

<u>Pravin Patel</u>	<u>432-599-9955</u>
Applicant Name	(Phone/e-mail)
<u>4303 E.C.R. 60</u>	<u>79705</u>
Address	Zip Code
<u>Pravin Patel</u>	<u>432-559-9955</u>
Property Owner Name	(Phone/e-mail)
<u>4303 E.C.R. 60</u>	<u>79705</u>
Address	Zip Code
<u>SCHUMANN ENGINEERING INC</u>	<u>BEN@SCHUMANNONLINE.NET</u>
Representative Name	(Phone/e-mail)
<u>408 N. PECOS ST. 79701</u>	<u>432-684-5548</u>
Address	Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately.

6.19 AC Tract 3 NW Part Section 6, Block 39, T-2-S

PRESENT ZONE: PDSC

REQUESTED ZONE: O-Z

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Build 4-story Hotel

Present Use of Property: undeveloped land

Proposed Use of Property: 4-story Motel 6

How will zone change affect the public health, safety and welfare? No Affect

Describe how conditions affecting the property have changed since present zoning designation:

No Affect

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): P.D. Patel Date: 1/4/14

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

BEN SANCHEZ who, being by me duly sworn, upon oath says: That (s)he is authorized by PRAVIN PATEL, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

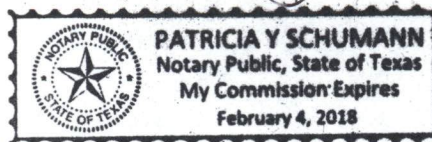
B. Sanchez

Authorized Agent (signature)

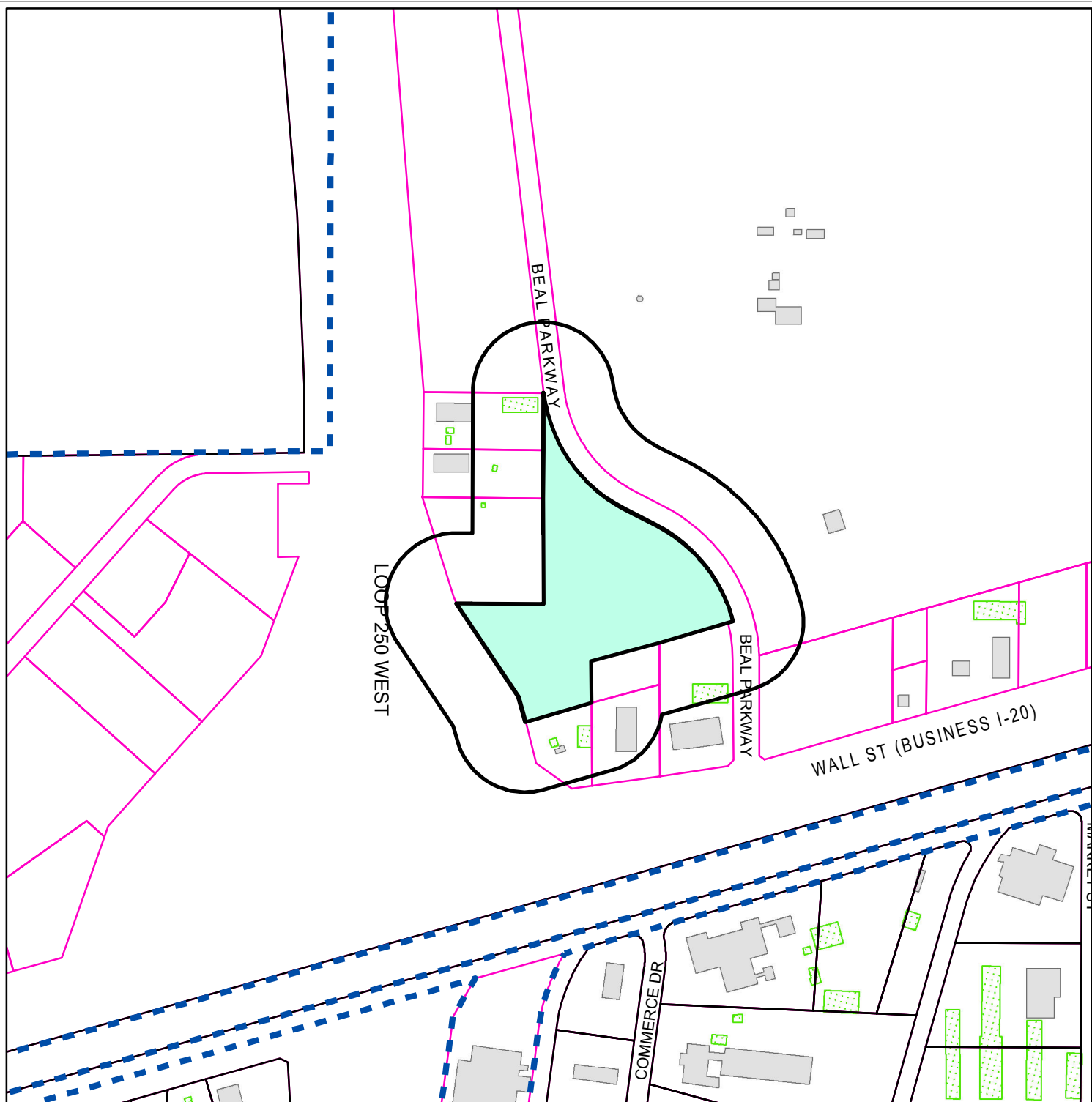
Subscribed and sworn to before me, this 20TH day of February, 20 14, to certify which witness my hand and seal of office.

Patricia Y. Schumann
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>MC</u>	Date: <u>2/25/13</u>
Assigned: <u>KC</u>	
For: <u>PYZ</u>	On: <u>5/5/14</u>



****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

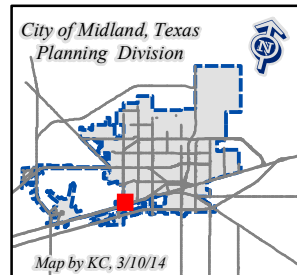
Z - 14 - 009

Scale: 1" = 400'

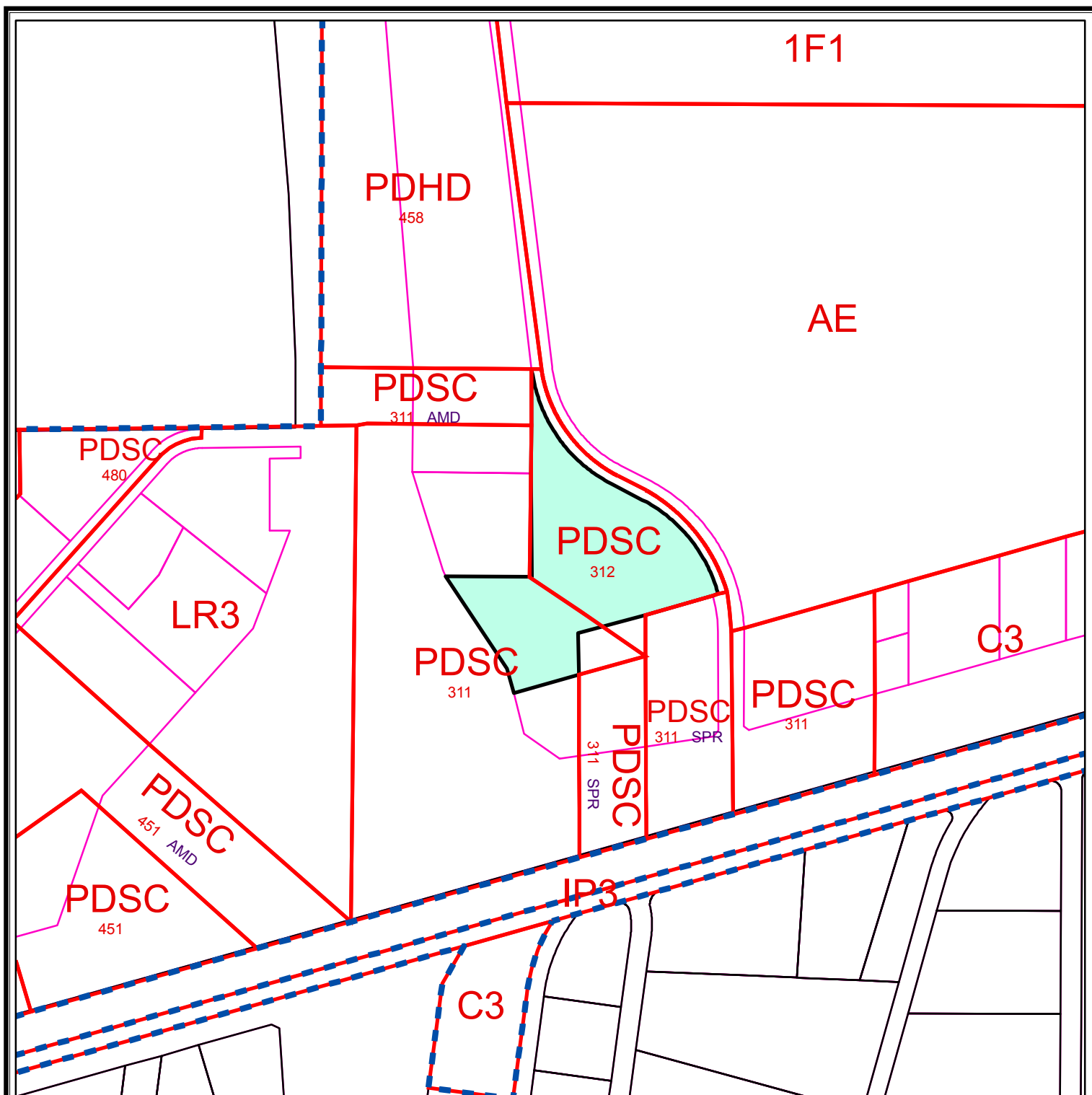
Consider a request for a zone change from PD, Planned District for a Shopping Center, to O-2, Office District on a 1.94-acre tract of land, and from PD, Planned District for a Shopping Center, to O-2, Office District on a 4.25-acre tract of land, all out of Section 6, Block 39, T-2-S, T & P R.R. Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- COUNTY PARCEL
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 14 - 009

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Shopping Center, to O-2, Office District on a 1.94-acre tract of land, and from PD, Planned District for a Shopping Center, to O-2, Office District on a 4.25-acre tract of land, all out of Section 6, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

Map by KC, 3/10/14

- | | |
|---|--|
| ZONING | CITY PARCELS |
| CITY LIMITS | COUNTY PARCELS |

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a request by Los Conchos Ventures, LLC for a zone change from TH, Townhouse Dwelling District, to a PD, Planned District for Housing Development. (Generally located on the east side of Deer Run Avenue, approximately 650 feet north of Hilltop Drive.) –District 1

Purpose:

Consider a request for a zone change from TH, Townhouse Dwelling District, to a PD, Planned District for Housing Development.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City for processing this application.

Discussion:

The property was zoned TH, Townhouse Dwelling at the request of the property owner in 2011. The property owner would now like to have the zoning changed to PD, Planned District for Housing development to reduce the front setback from 20' to 15'. The remaining zoning regulations will conform to the TH, Townhouse Dwelling District. This setback reduction will reduce watering and maintenance.

The Planning and Zoning Commission recommended approval of this proposed zone change request at its May 5, 2014 meeting. There was no public opposition. Staff recommends that the City Council approve this request.

Attachments: P & Z Report, Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING BLOCKS 20 AND 21, GREATHOUSE ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED TH, TOWNHOUSE DWELLING DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST SIDE OF DEER RUN AVENUE, APPROXIMATELY 650 FEET NORTH OF HILLTOP DRIVE); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT 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, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a Planned District for a Housing Development, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned TH, Townhouse Dwelling District, and it shall be used as a Planned District for a Housing Development, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Blocks 20 and 21, Greathouse Addition, Section 7, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That this property shall conform to the regulations of the TH, Townhouse Dwelling District, except as stated below.
2. That the development shall have a minimum 15-foot front yard setback.
3. That any front loading garages shall have a minimum 20-foot front yard setback.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

PLANNING AND ZONING COMMISSION

May 5, 2014

CASE: Z-14-017, Los Conchos Ventures, LLC.

REQUEST: Hold a public hearing and consider a request for a zone change from TH, Townhouse Dwelling District, to a PD, Planned District for Housing Development.

APPLICANT/OWNER: Vicente Carrasco/Los Conchos Ventures, LLC.

REPRESENTATIVE: Parkhill, Smith, & Cooper, Inc.

LEGAL DESCRIPTION: All of Blocks 20 and 21, Greathouse Addition, Section 7, City and County of Midland, Texas.

LOCATION: Generally located on the east side of Deer Run Avenue, approximately 650 feet north of Hilltop Drive.

CURRENT ZONING: TH, Townhouse Dwelling District.

DETAILS OF REQUEST:

1. The applicant desires to rezone 22 lots from TH, Townhouse Dwelling District to PD, Planned District for a Housing Development.

SURROUNDING ZONING AND LAND USE:

2. The subject parcel has 1F-2, One-Family Dwelling District to the north, east and south. West across Dear Run Avenue Drive is a PD, Planned district for a Housing Development District.

ANALYSIS:

3. The property was zoned TH, Townhouse Dwelling at the request of the property owner. However, the property owner would now like to have the zoning changed to PD, Planned District for Housing development to permit the front setback of 15', the underlining zoning will conform to the TH, Townhouse Dwelling District regulations. This reduction will reduce watering and maintenance.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from TH, Townhouse Dwelling District to PD, Planned District for Housing Development, with the following conditions;

- A. That the development follows all TH, Townhouse Dwelling District zoning regulations except;
- B. That the development will have a minimum 15' front yard setback.



Robert Baronti, AICP
Senior Planner
Development Services



Jim Compton
Planning Division Manager
Department of Development Services

Attachments:

Application
Maps

Case Number: 2-14-017

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

MAR 13 2014

Los Conchos Ventures, LLC.

Vicente Carrasco (423) 413-9888

Applicant Name

(Phone/e-mail)

P.O. Box 52587, Midland, TX 79710

Address

Zip Code

Same as Applicant

Property Owner Name

(Phone/e-mail)

Address

Zip Code

Parkhill, Smith, & Cooper, Inc. (432) 697-1447

Jared A. Squyres jsquyres@team-psc.com

Representative Name

(Phone/e-mail)

1700 West Wall Street, Midland, TX 79701

Address

Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. 5200, 5202, 5204, 5206, 5208, and 5210 Brownheart Lane (Lots 5-10, Block 20, Greathouse Addition, Section 7) and 5209, 5211, 5213, and 5215 George Yard Lane (Lots 1-4, Block 20, Greathouse Addition, Section 7) and 5214, 5216, 5218, and 5220 Rex Road (Lots 1-4, Block 21, Greathouse Addition, Section 7) and 5108, 5104, 5100, 5101, 5103, 5105, 5107, and 5109 Binney Cove (Lots 5-12, Block 21, Greathouse Addition, Section 7)

PRESENT ZONE: TH

REQUESTED ZONE: PD-TH w/ 15' Setback ^{Front RAB 4-16-14}

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Property owner wishes to construct townhouses with varying setbacks to create a staggered look and to create larger back yards on some lots.

Present Use of Property: Empty but developed Townhouse lots.

Proposed Use of Property: Townhouses

How will zone change affect the public health, safety and welfare? It will not affect health and safety, and welfare.

Describe how conditions affecting the property have changed since present zoning designation: Well construction forced ROW changes for some lots after preliminary plat and zoning was approved. To accommodate large enough rear yards, some townhouses will need smaller setback.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ Yes ☐ No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

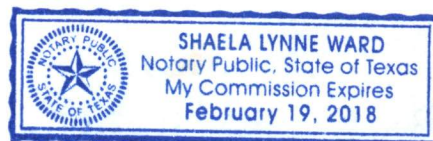
Before me, the undersigned authority, on this day personally appeared
Jared A. Squyres, EIT who, being by me duly sworn, upon oath says: That (s)he is
authorized by Los Conchos Ventures, LLC., the owner of the above described property, to fully
represent him/her in this application and that (s)he had the legal right, power and authority to sign said
owner's name hereto as his/her attorney in fact.

Jared A. Squyres
Authorized Agent (signature)

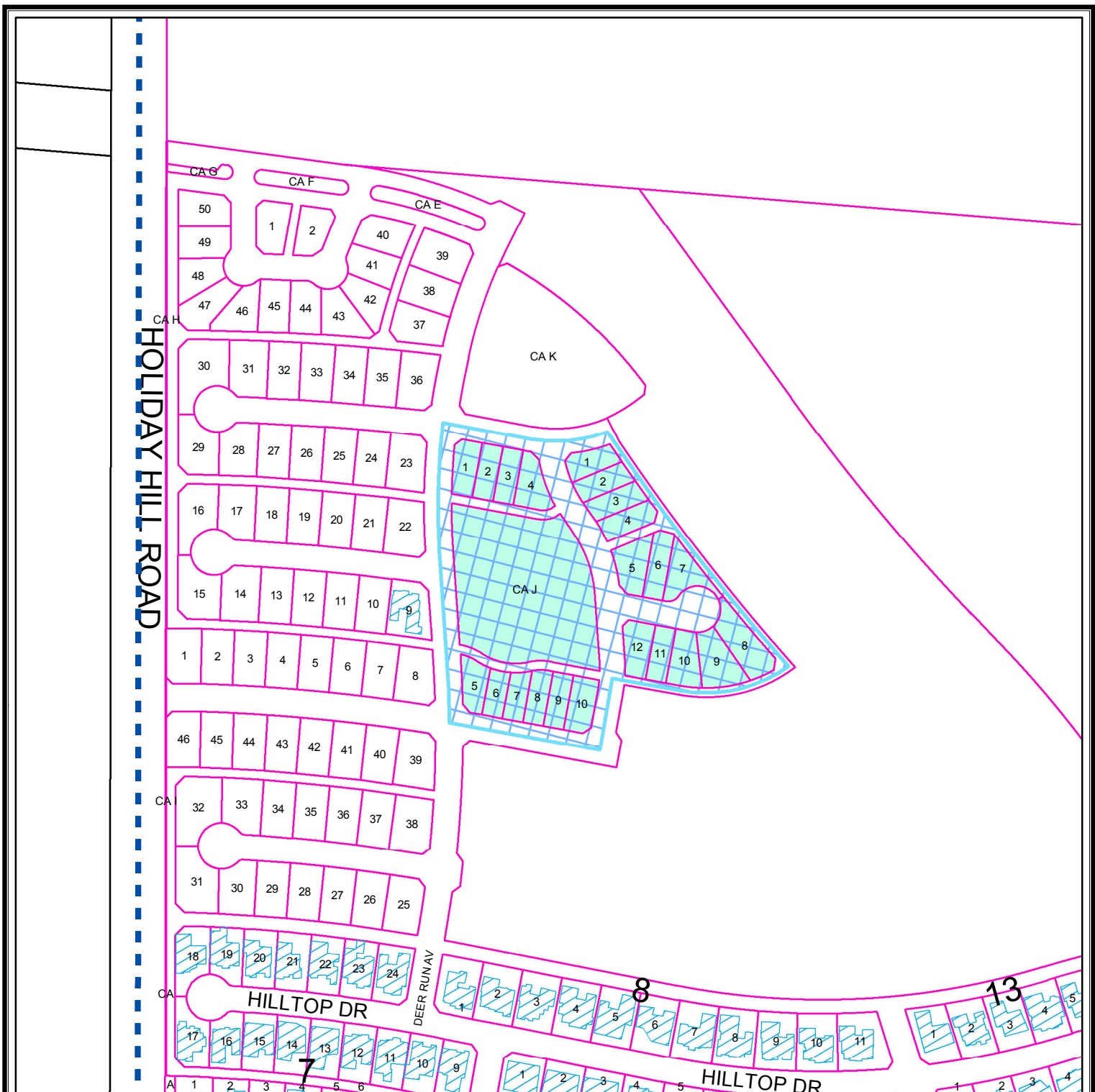
Subscribed and sworn to before me, this 13 day of March, 20 14, to certify which
witness my hand and seal of office.

Shaela Ward
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>ML</u>	Date: <u>3/13/14</u>
Assigned: <u>BB</u>	
For: <u>P+Z</u>	On: _____



****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

Z - 14 - 017

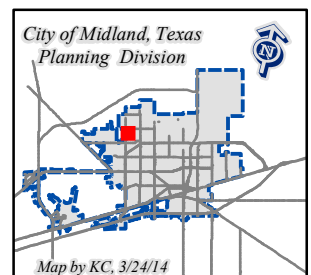
Scale: 1" = 300'

Consider a request for a zone change from TH, Townhome District, to a PD, Planned District for a Housing Development on all of Blocks 20 and 21, Greathouse Addition, Section 7, City and County of Midland, Texas.

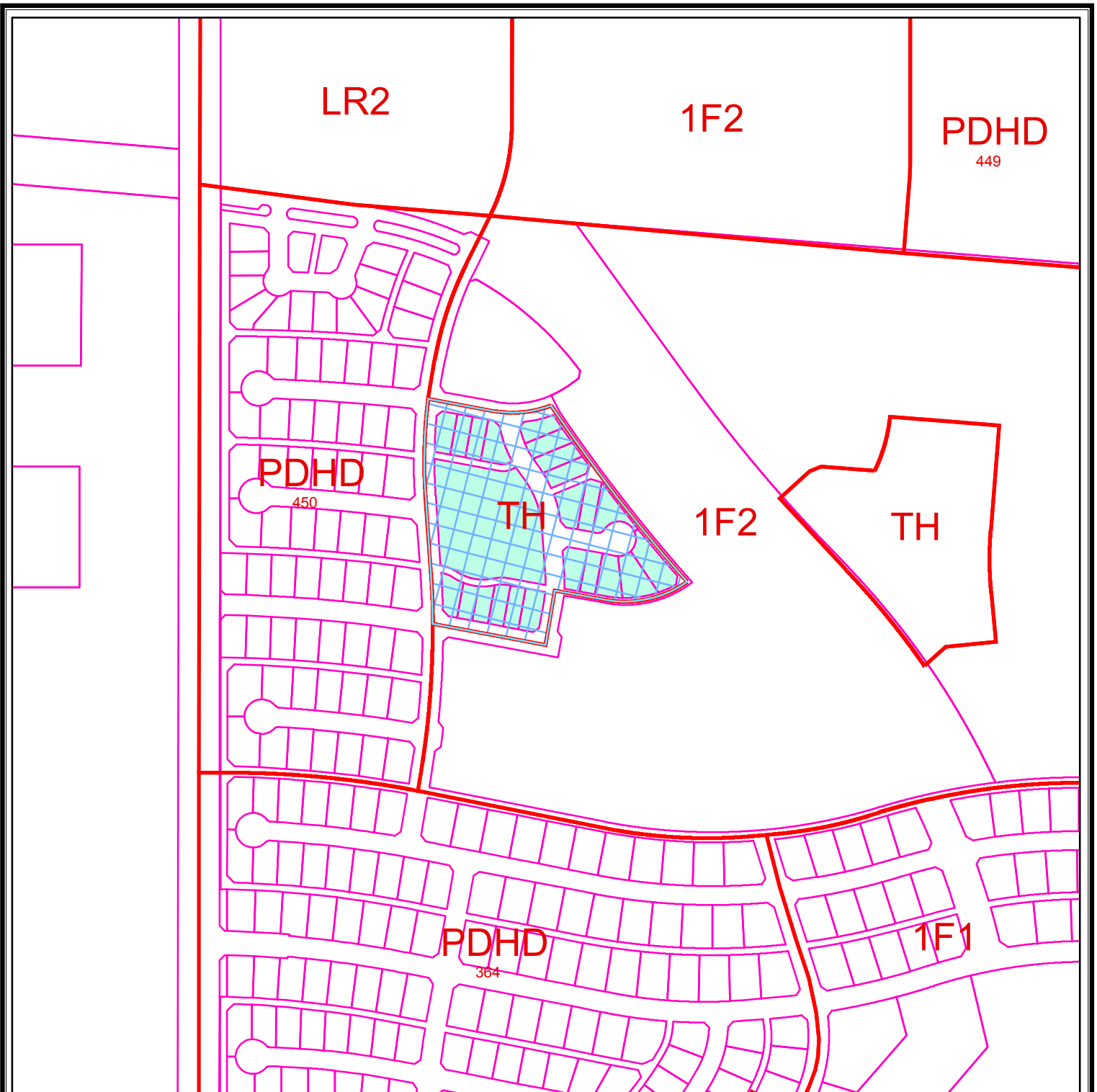
Generally located on the east side of Deer Run Avenue, approximately 650 feet north of Hilltop Drive. (Council District - 1)

LEGEND

- CITY LIMITS
- COUNTY PARCEL
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 14 - 017

Scale: 1" = 400'

Consider a request for a zone change from TH, Townhome District, to a PD, Planned District for a Housing Development on all of Blocks 20 and 21, Greathouse Addition, Section 7, City and County of Midland, Texas.

Generally located on the east side of Deer Run Avenue, approximately 650 feet north of Hilltop Drive. (Council District - 1)

LEGEND

Map by KC, 3/24/14

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:42 a.m. and consider an ordinance on a request by 8086, LLC. for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge or nightclub on a 14,292 square foot portion of Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of Holiday Hill Road and League Drive – District 4).

Purpose:

Hold a public hearing at approximately 10:42 a.m. and consider an ordinance an ordinance on a request by 8086, LLC. for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge or nightclub.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant is requesting a Specific Use Permit for the sale of all alcoholic beverages, for on-premise consumption, in a lounge or nightclub. The applicant has indicated that they wish to open a Little Woodrows at this location. Little Woodrows has locations in Austin, Houston, and San Antonio, with Midland being their fourth market. The applicant is requesting a maximum seating capacity of 250 seats, with a serviceable area of 10,620 square feet, including a 4,440 square foot outdoor

patio. The applicant is requesting service hours for alcohol sales of 11:00 a.m. – 2:00 a.m. daily. The City Council has previously determined that shopping centers are appropriate locations for restaurants that provide alcoholic beverages for customers. The Planning and Zoning Commission voted unanimously for approval of this request on May 5th, 2014 and staff concurs. Staff has received no written notices of objection.

Attachments:

Application
May 5th, 2014 Planning and Zoning Commission Staff Report
Proposed Ordinance and Exhibit A

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 14,292 SQUARE FOOT PORTION OF LOT 1, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF HOLIDAY HILL ROAD AND LEAGUE DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE OR NIGHTCLUB FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT 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 and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

A 14,292 square foot portion of Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a lounge or nightclub, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the serviceable space of the lounge shall be limited to 10,620 contiguous square feet in area in accordance with Exhibit “A”, which is attached hereto and incorporated herein.
- B. That the maximum number of seats shall not exceed 250, including the outdoor patio area.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.
- D. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.
- E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premise consumption to ensure that the conditions of this permit are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

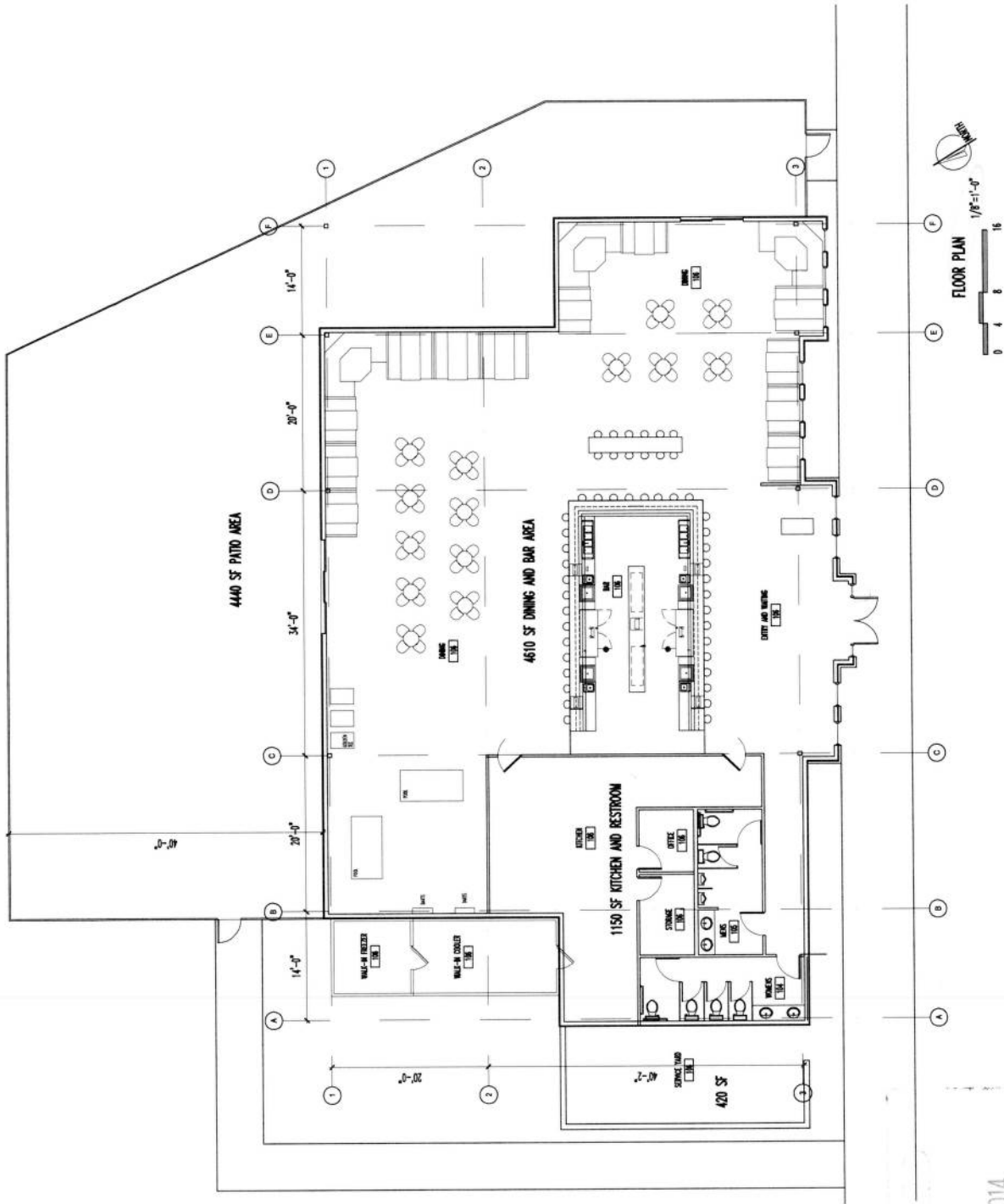
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



MAR 24 2014

CASE NO. 8-14-010

PLANNING AND ZONING COMMISSION

May 5, 2014

CASE: S-14-010, 8086, LLC.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge or Nightclub.

APPLICANT: 8086, LLC.

OWNER: Borgata Partners, LLC.

LEGAL DESCRIPTION: On a 14,292 square foot portion of Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of Holiday Hill Road and League Drive.

CURRENT ZONING: PD, Planned District for Shopping Center.

DETAILS OF REQUEST:

1. The applicant is requesting a Specific Use Permit for the sale of alcoholic beverages for on-premise consumption for their lounge. The lounge, with food services, would be located on the northwest corner of Loop 250 North and Holiday Hill Road, and south of League Drive, within a PD, Planned District for Shopping Center. The applicant is requesting a seating capacity of 250 seats, with alcoholic beverage service hours daily from 11:00 a.m. to 2:00 a.m.

SURROUNDING ZONING AND LAND USE:

2. To the north and west of this property is C.J. Kelly Park. To the south is a PD, Planned District for a Shopping Center, currently the site of Lowe's. To the northeast across Holiday Hill Road is the Midland Park Lanes bowling alley, within an LR-2, Local Retail District. Within the area, the bowling alley has a Specific Use Permit for a lounge. Across the Loop to the south, a Specific Use Permit for serving alcohol has also been approved for Freebirds World Burrito.

ANALYSIS:

3. The lounge will have a maximum floor area of 10,620 square feet. A total of 9,050 of the floor area will be used as serviceable square footage: 4,610 square feet inside (dining and bar area) and 4,440 square feet outside (patio). A maximum of 250 seats will be provided which requires 63 parking spaces. This is consistent with the Planned District Site Plan that governs this area. There are no schools or churches within 300 feet of this site, and the nearest residential area is located approximately 800 feet away. Staff has no objections to the requested hours of service from 11:00 a.m. to 2:00 a.m. daily.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge or Nightclub, subject to the following conditions:

- A. That the serviceable space of the restaurant shall be limited to 10,620 contiguous square feet, in accordance with Exhibit A.
- B. That the maximum number of seats shall not exceed 250 seats, including the outdoor patio area.
- C. That alcoholic beverages may be sold only during the hours specified: Monday through Sunday from 11:00 a.m. to 2:00 a.m.
- D. That the sale of alcoholic beverages for on-premise consumption shall comply with state and local laws.
- E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of on-premise alcohol consumption to ensure that the conditions of this permit are satisfied.



Jim Compton
Planning Division Manager
Department of Development Services



Kevin Crosby, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A (Site Plan)

Case Number: S-14-010

CITY OF MIDLAND
Planning Division

APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM **MAR 11 2014**
FOR THE SALE OF ALCOHOLIC BEVERAGES
FOR ON-PREMISE CONSUMPTION

8086, LLC (713) 562-7042/mckade@msn.com

Applicant Name **Phone/e-mail**
1233 West Loop South, Suite 1000, Houston, TX 77027

Address **Zip Code**
Borgata Partners, LLC

Property Owner Name **Phone/e-mail**
619 West Texas, Suite 106, Midland, Texas 79701

Address **Zip Code**
8086, LLC (713) 562-7042/mckade@msn.com

Operator (if different from Applicant or Property Owner) **Phone/e-mail**
1233 West Loop South, Suite 1000, Houston, TX 77027

Address **Zip Code**

Type of Business: Lounge with food service
(Restaurant, Bar, Lounge, Nightclub, etc.)

Legal Description of Property:

Street Address: 3415 N. Loop 250 West, Midland, Texas 79705

If Platted:

Lot: 1
Block: 2
Subdivision Name: Grandridge Park Addition

If UnPlatted:

*Attach Metes and Bounds description with
Surveyor's Seal

Current Zoning: PD - Shopping Center

Reason for request: As a part of the development of this shopping center the applicant will open a lounge with food service. Applicant anticipates food revenue to be less than 60% of revenues.

Proposed hours and days of alcoholic beverage sales: _____

Daily 11:00 a.m. - 2:00 a.m.

FOR OFFICE USE ONLY:

Maximum Seating Capacity _____
Per City Code

10620

Total Square footage of Business: 5,823 sq.ft. 9050
Square footage of serving area: approximately 4,600 sq.ft.

Restroom fixtures: # Men - Toilets / Urinals 2 Bathroom Sinks 2
Women - Toilets 2 Bathroom Sinks 2

REQUIRED SUBMITTALS

1. Application fee: \$300 _____.
2. Site Plan: _____.
3. Dimensioned Floor Plan _____.
 - a) 3 copies (folded)
 - b) On a CD in .pdf and .jpg digital formatting

SIGNATURES:

Applicant: [Signature] Date: 11 March 2014
Property Owner: _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

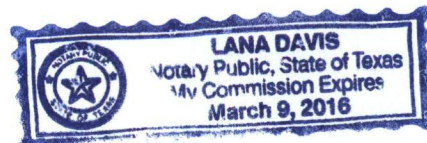
STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Robert V. Rendall, Jr. who, being by me duly sworn, upon oath says: That (s)he is authorized by Borgata Partners, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

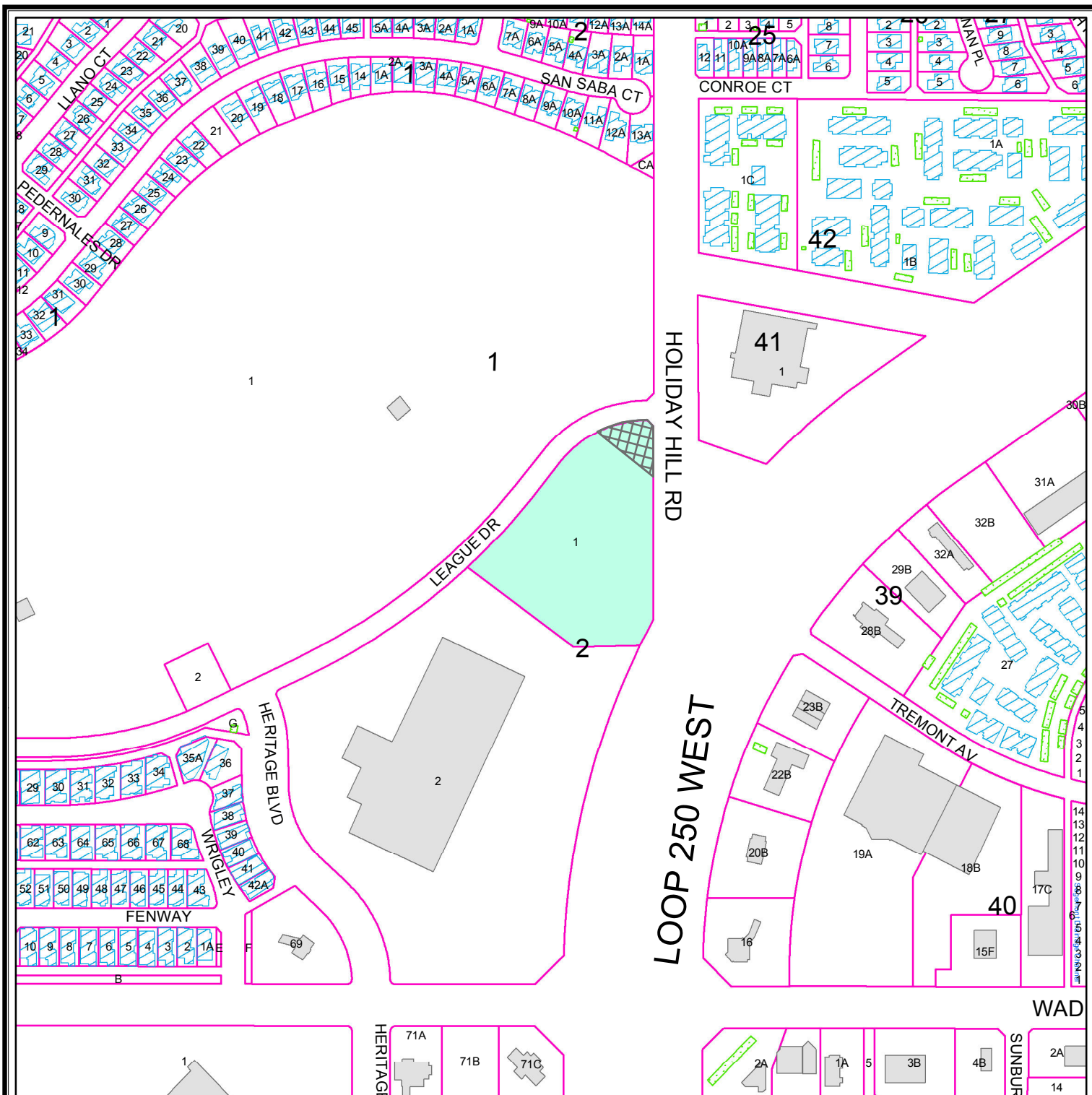
Subscribed and sworn to before me, this 11th day of March, 20 14, to certify which witness my hand and seal of office.

Lana Davis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY:	
Rec'd By: <u>JC</u>	Date: <u>3-11-14</u>
Assigned: <u>[Signature] MK</u>	
For: <u>P+Z</u>	On: <u>4-14-13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

S - 14 - 010

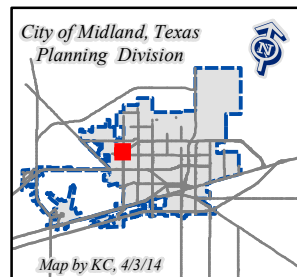
Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge or Nightclub, on a 14,292 square foot portion of Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

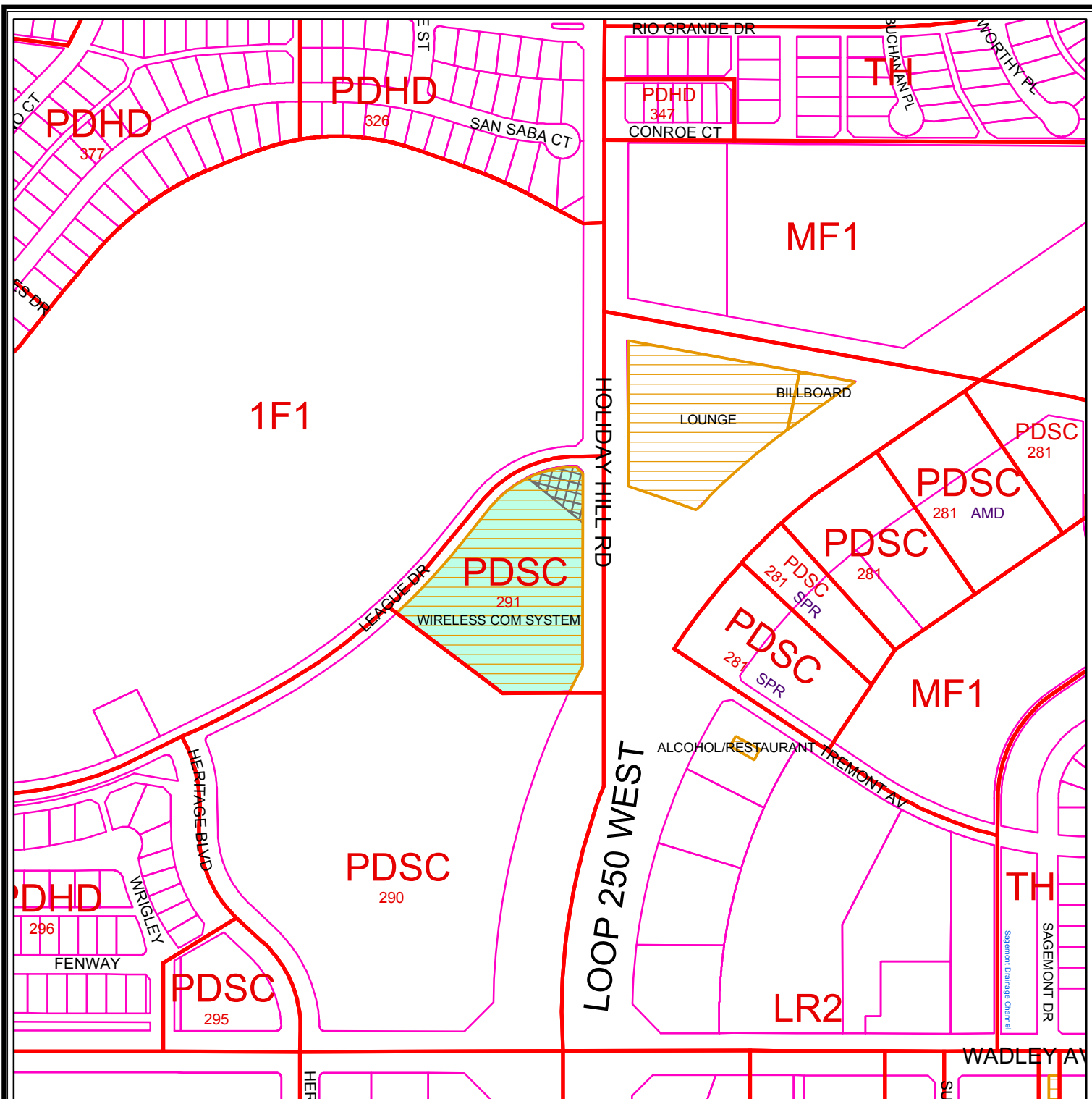
Generally located on the southwest corner of the intersection of Holiday Hill Road and League Drive.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 14 - 010

Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge or Nightclub, on a 14,292 square foot portion of Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of Holiday Hill Road and League Drive.

LEGEND

ZONING PARCELS SPECIFIC USE PERMITS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

© THE CITY OF MIDLAND 2013; THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA. WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, CITING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.





City Council Agenda

Approved for Agenda:
patrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:45 a.m. and consider an ordinance on a request by The Olive Boat, LLC. dba Bill's Bistro for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant on a 3,054 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of W. Loop 250 North, and N. Garfield Street. – District 1).

Purpose:

Hold a public hearing at approximately 10:45 a.m. and consider an ordinance on a request by The Olive Boat, LLC. dba Bill's Bistro for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant is requesting a Specific Use Permit for the sale of all alcoholic beverages, for on-premise consumption, in a restaurant. The applicant opened a restaurant, Bill's Bistro at this location, and wishes to be able to serve alcohol to their customers. This site abuts The Wine Rack. The applicant is requesting a maximum seating capacity of 66 seats, with a serviceable area of 820 square feet. The applicant is requesting service hours for alcohol sales of 11:00 p.m. – 11:00 p.m.

daily. The City Council has previously determined that shopping centers are appropriate locations for restaurants that provide alcoholic beverages for customers. The Planning and Zoning Commission voted unanimously for approval of this request on May 5th, 2014 and staff concurs. Staff has received no written notices of objection.

Attachments:

Application
May 5th, 2014 Planning and Zoning Commission Staff Report
Proposed Ordinance and Exhibit A

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 3,054 SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT 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 and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

A 3,054 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the serviceable space of the restaurant shall be limited to a maximum of 820 square feet in area.
- B. That the maximum number of seats shall be limited to 66.
- C. That the restaurant shall meet all requirements of the Fire Department and Code Administration Division.
- D. That the days and hours of alcoholic beverage sales and consumption shall be limited to 11:00 a.m. to 11:00 p.m., daily.
- E. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premise consumption to ensure that the conditions of this permit are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

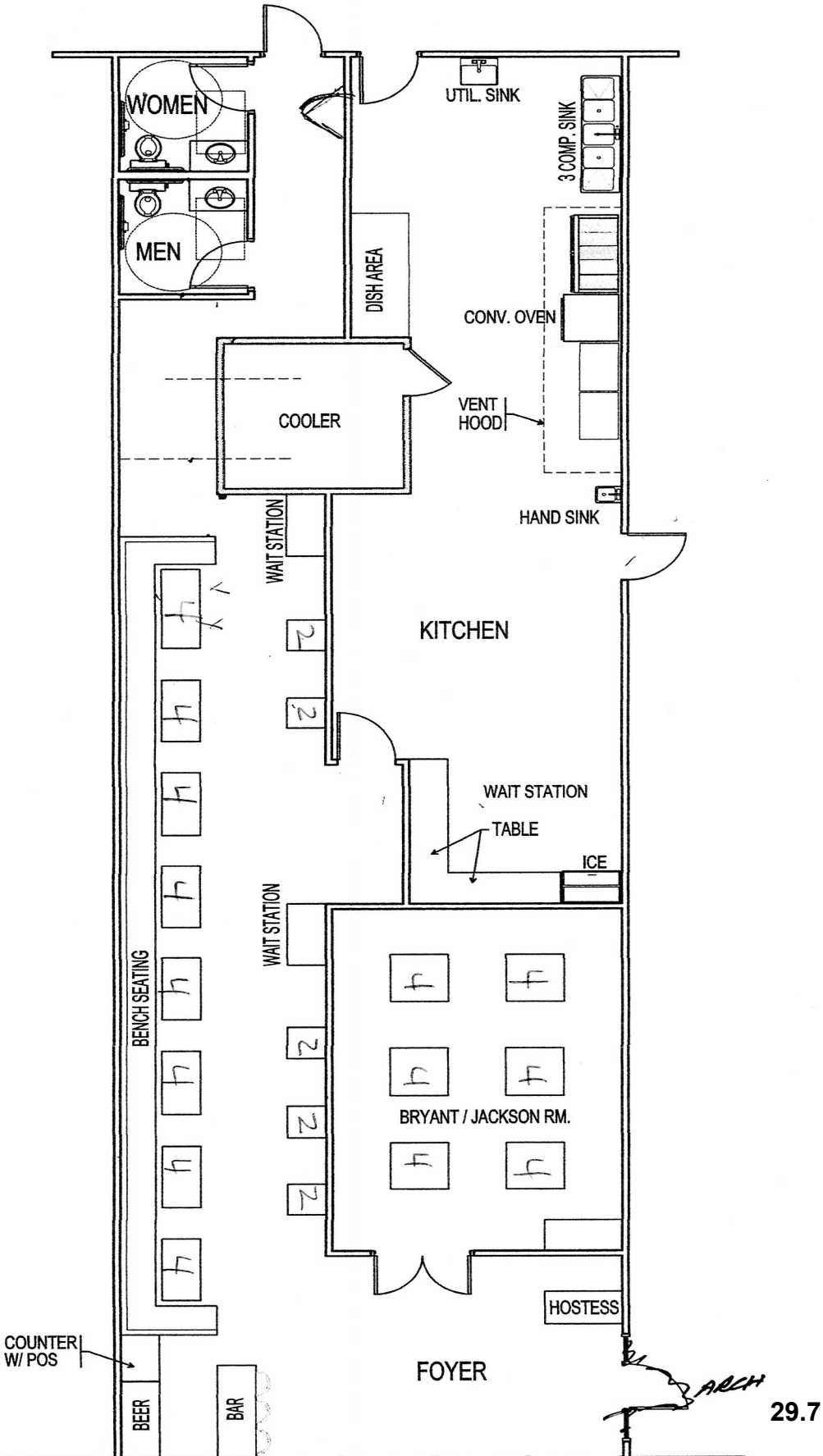
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

RECEIVED
APR 3 2014
CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. S-14-011



PLANNING AND ZONING COMMISSION

May 5, 2014

CASE: S-14-011, The Olive Boat LLC, dba Bill's Bistro.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant.

APPLICANT: The Olive Boat LLC, dba Bill's Bistro

OWNER: Woodcrest Capital LLC

LEGAL DESCRIPTION: A 3,054 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of W. Loop 250 North, and N. Garfield Street.

CURRENT ZONING: PD, Planned District for a Shopping Center.

DETAILS OF REQUEST:

1. The applicant is requesting a Specific Use Permit for the sale of all alcoholic beverages for on-premise consumption for their restaurant. Bill's Bistro is planning to open in the Colonnade at Polo Park Shopping Center on the northeast corner of the intersection of N. Loop 250 West and N. Garfield Street. The applicant is requesting a serviceable area of 820 square feet and hours of service of 11:00 a.m. to 11:00 p.m. daily.

SURROUNDING ZONING AND LAND USE:

2. This property is located within a shopping center that is zoned PD, Planned District for a Shopping Center, with an underlying zoning of LR-2, Local Retail District. O1, Office District zoning exists to the north. A PD, Planned District for a Housing Development exists to the north, which contains the Polo Park Retirement Center. A 1F-2, One-Family Dwelling District exists to the northeast. Two PDSC's exist to the southeast. To the west lie a PDSC and a LR-1, Local Retail District. To the northwest lies a PDHD. There are four other existing Specific Use Permits for on-premises consumption of alcohol in this shopping center, two for a bar and two for a restaurant. A fifth SUP for on-premises consumption of alcohol in a restaurant exists to the east, and a sixth exists to the west across Garfield Street.

ANALYSIS:

3. The restaurant will have a maximum floor area of 3,054 square feet and will occupy the space next to The Wine Rack, with a serviceable area for alcohol of 820 square feet. City Code will allow a maximum seating capacity of 66 seats. There are no schools or churches located within 300 feet of this site. The City Council has previously determined that shopping centers are appropriate locations for restaurants that provide alcoholic beverages for customers.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to the following conditions:

- A. That the serviceable space of the restaurant shall be limited to a maximum of 820 square feet.
- B. That the maximum number of seats shall be limited to 66 seats.
- C. That a building permit is obtained and that the restaurant meets all requirements of the Fire Department and the Code Administration Division.
- D. That the sale of alcoholic beverages for on-premise consumption shall comply with state and local laws.
- E. That the permitted hours of sale of alcoholic beverages be limited to 11:00 a.m. to 11:00 p.m. daily.
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of on-premise alcohol consumption to ensure that the conditions of this permit are satisfied.



Kevin Crosby, Senior Planner
Department of Development Services



Jim Compton
Planning Division Manager
Department of Development Services

Attachments:

Application
Maps
Exhibit A



Case Number: 514-011

CITY OF MIDLAND
Planning Division

APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM
FOR THE SALE OF ALCOHOLIC BEVERAGES
FOR ON-PREMISE CONSUMPTION

The Olive Boat LLC dba Bill's Bistro 432-528-7446 Bonnie Bryant
the winerack.bonnie@gmail.com
Applicant Name Phone/e-mail
4610 N. Garfield St D3-D4 79705
Address Zip Code

Woodcrest Capital LLC 817-927-0050
3113 S. University Fwy North Tx 76109
Property Owner Name Phone/e-mail
Address Zip Code

Operator (if different from Applicant or Property Owner) Phone/e-mail
Address Zip Code

Type of Business: Restaurant w/ SUP for the sale of wine/beer - on-site consumption
(Restaurant, Bar, Lounge, Nightclub, etc.)

Legal Description of Property:

Street Address: 4610 N. Garfield St. D4 Midland Tx 79705

If Platted:

Lot: 1

Block: 8

Subdivision Name: Polo Park Section 3

If UnPlatted:

*Attach Metes and Bounds description with
Surveyor's Seal

Current Zoning: LR-2

Reason for request: additional seating, square footage due to adding restaurant to original SUP

Proposed hours and days of alcoholic beverage sales: Tuesday-Saturday 11:00 a.m.-11:00 p.m.
Monday 1:00 pm- 9:00 pm for special events only

FOR OFFICE USE ONLY:

Maximum Seating Capacity 66
Per City Code

Total Square footage of Business: 3054 sq. ft.
Square footage of serving area: 820 sq. ft.

Restroom fixtures: # Men – Toilets / Urinals 32 Bathroom Sinks 32
Women – Toilets 12 Bathroom Sinks 32

REQUIRED SUBMITTALS

1. Application fee: \$300 _____.
2. Site Plan: _____.
3. Dimensioned Floor Plan _____.
 - a) 3 copies (folded)
 - b) On a CD in .pdf and .jpg digital formatting

SIGNATURES:

Applicant: [Signature] Date: 4/2/14
Property Owner: _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

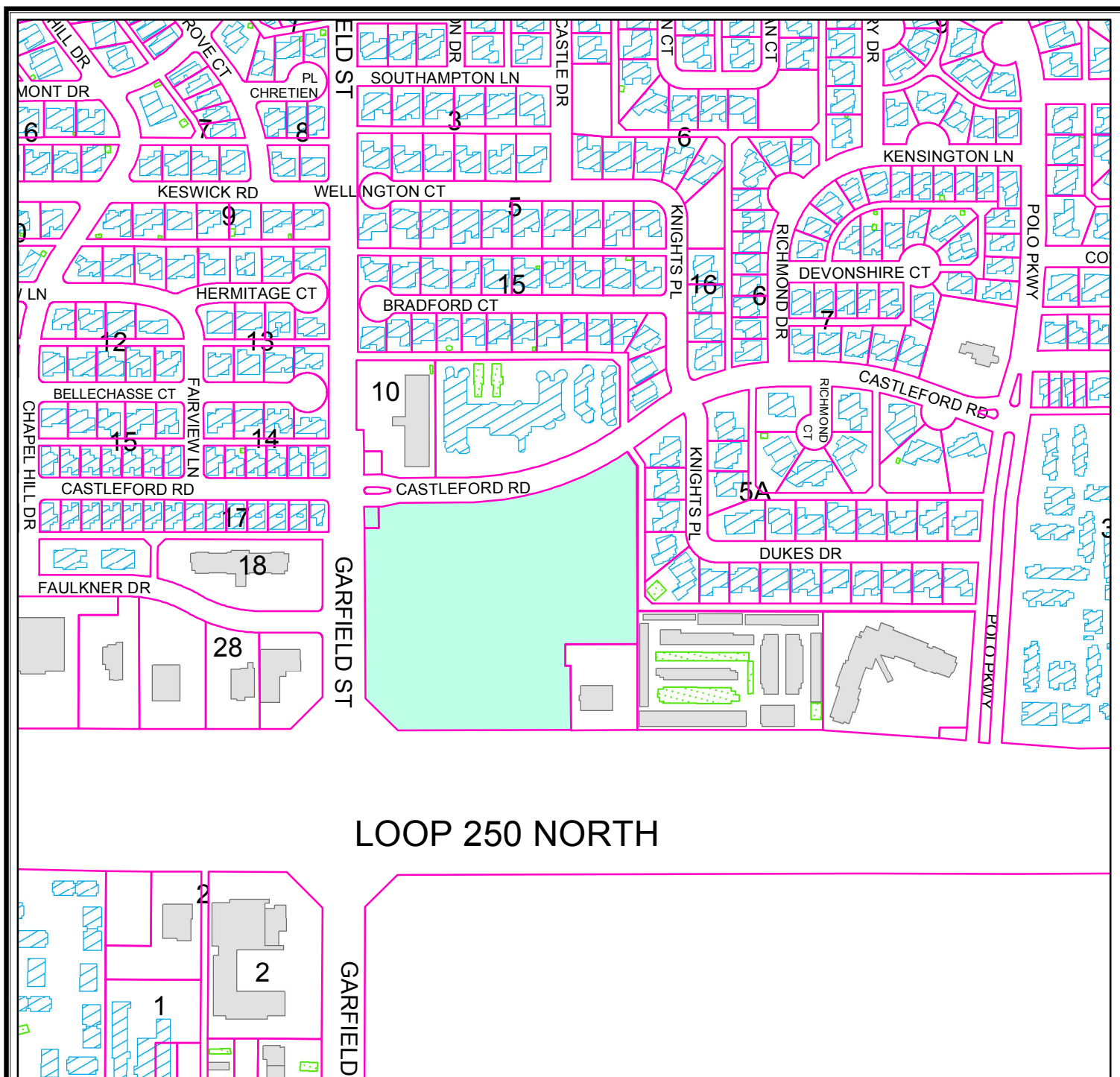
Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this ____ day of _____, 20 __, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY:	
Rec'd By: <u>J C</u>	Date: <u>4-3-14</u>
Assigned: <u>K C</u>	
For: <u>P & Z</u>	On: _____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

S - 14 - 011

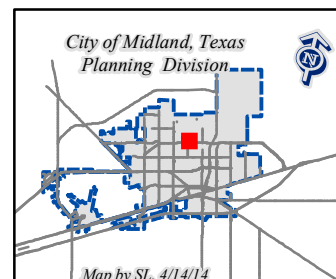
Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 3,054 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas.

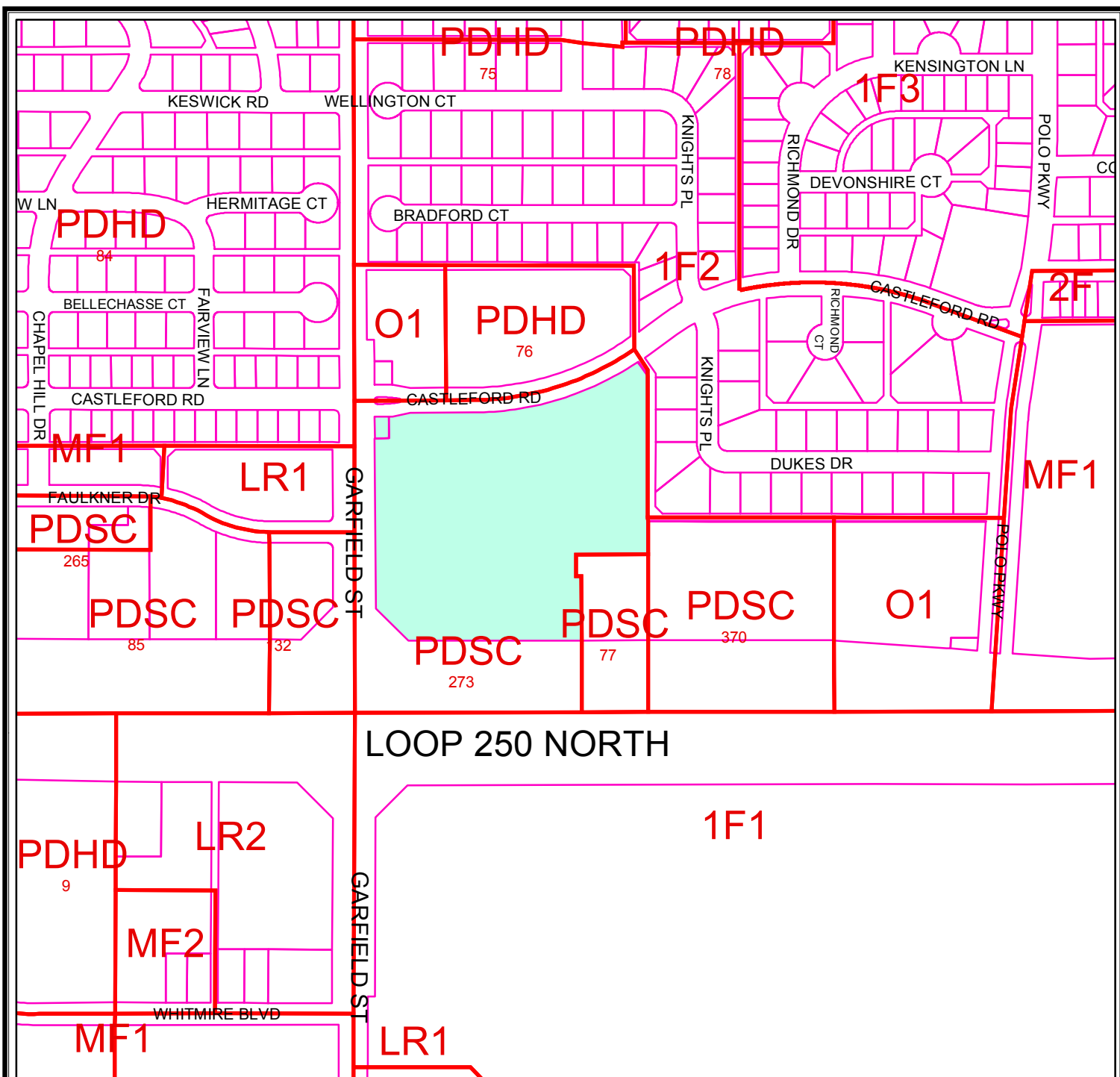
Generally located on the northeast corner of the intersection of W. Loop 250 North and N. Garfield Street.

LEGEND

- CITY LIMITS
- PARCEL
- SELECTED PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Map by SL, 4/14/14

S - 14 - 011

Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 3,054 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of W. Loop 250 North and N. Garfield Street.

LEGEND

ZONING

PARCELS



ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



City Council Agenda

Approved for Agenda:
patrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:48 a.m. and consider an ordinance on a request by Justin Corey Serfass for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge or nightclub on a 5,009 square foot portion of Lot 11, Block 11, The Village Addition, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of Andrews Highway and W. Wall Street, approximately 300 feet south of Illinois Avenue. – District 2.)

Purpose:

Hold a public hearing at approximately 10:48 a.m. and consider an ordinance on a request by Justin Corey Serfass for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge or nightclub.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant is requesting a Specific Use Permit for the sale of all alcoholic beverages, for on-premise consumption, in a lounge or nightclub. The applicant has indicated that he wishes to open an Irish Whiskey bar adjacent to the existing Triple Threat Sports Bar, which he also owns. The applicant is requesting a maximum seating capacity of 64 seats, with a serviceable area of 1,120 square feet. The proposed service hours and days for alcohol sales of 4:00 p.m. – 2:00 a.m. daily. The Planning and Zoning Commission voted 5 -2 for approval of this request on May 5th, 2014. Staff has received two written notices of objection that exceed 20% of the

surrounding property owners within 200 feet. One property owner does not believe that they need another bar so close to their day care center. Another has concerns about the proximity to the day care center, an increase in trash in the parking lot, and an escalation in violence. A three-quarter vote is needed for approval, is needed to adopt this ordinance.

Attachments:

Application

May 5th, 2014 Planning and Zoning Commission Staff Report

Proposed Ordinance and Exhibit A

Percent Opposition Calculation

Public Comments

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 5,009 SQUARE FOOT PORTION OF LOT 11, BLOCK 11, THE VILLAGE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND WEST WALL STREET, APPROXIMATELY 300 FEET SOUTH OF ILLINOIS AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE OR NIGHTCLUB FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT 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 and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

A 5,009 square foot portion of Lot 11, Block 11, The Village Addition, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a lounge or nightclub, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the serviceable space of the lounge shall be limited to 1,120 square feet in area.
- B. That the maximum number of seats shall be limited to 64.
- C. That the lounge shall meet all requirements of the Fire Department and Code Administration Division.
- D. 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, unless otherwise prohibited by law.
- E. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premise consumption to ensure that the conditions of this permit are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

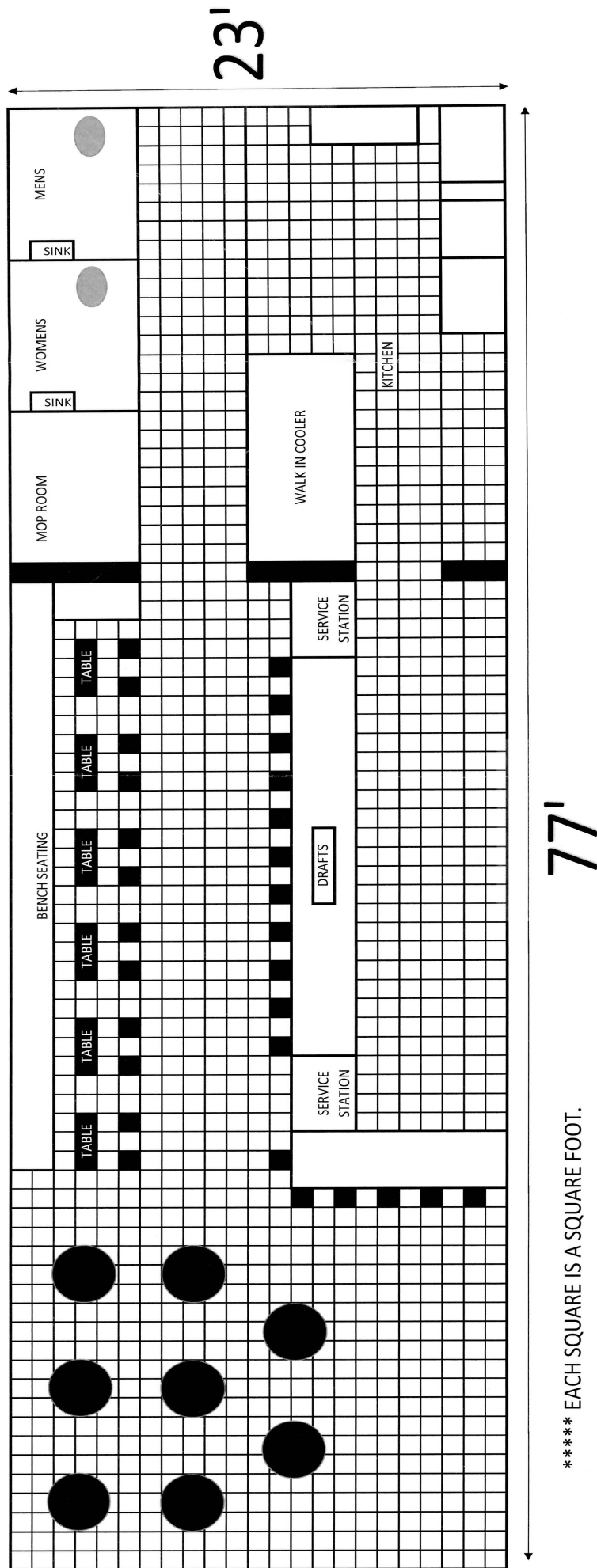
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



RECEIVED
APR 3 2014
CITY OF MIDLAND
PLANNING DIVISION OFFICE

PLANNING AND ZONING COMMISSION

May 5, 2014

CASE: S-14-012, Justin Corey Serfass

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge.

APPLICANT: Justin Corey Serfass

OWNER: Roy Carley

LEGAL DESCRIPTION: A 5,009 square foot portion of Lot 11, Block 11, The Village Addition, City and County of Midland, Texas.

LOCATION: Generally located on the northwest corner of the intersection of Andrews Highway and W. Wall Street, approximately 300 feet south of Illinois Avenue.

CURRENT ZONING: PD, Planned District for a Shopping Center.

DETAILS OF REQUEST:

1. The applicant is requesting a Specific Use Permit for the sale of all alcoholic beverages for on-premise consumption for their lounge. The applicant is seeking to open a bar and grill in the location previously occupied by Grinder's Sub Shop. The applicant is requesting a serviceable area of 1,120 square feet, a seating capacity of 64 and hours of service of 4:00 p.m. to 2:00 a.m. daily.

SURROUNDING ZONING AND LAND USE:

2. This property is located within a shopping center that is zoned PD, Planned District for a Shopping Center, with an underlying zoning of LR-2, Local Retail District. A LR-2, Local Retail District exists to the north, west, and southeast. A LR-3, Local Retail District exists to the southwest. There is one existing SUP in this shopping center for the sale of alcohol for on-premises consumption in a bar.

ANALYSIS:

3. The lounge is being marketed as a bar and grill and will have a maximum floor area of 1,771 square feet with a serviceable area for alcohol of 1,120 square feet. The applicant is seeking to repurpose the space where Grinder's Sub Shop used to be located. The sale of alcoholic beverages, for on-premises consumption, in a restaurant is a permitted use in the LR-2 district with a Specific Use Permit. The applicant has requested a seating capacity of 64 seats. There are no schools or churches located within 300 feet of this site.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge, subject to the following conditions:

- A. That the serviceable space of the lounge shall be limited to 1,120 square feet.
- B. That the maximum number of seats shall be limited to 64 seats.
- C. That a building permit is obtained and that the lounge meets all requirements of the Fire Department and the Code Administration Division.
- D. That the sale of alcoholic beverages for on-premise consumption shall comply with state and local laws.
- E. That the permitted hours of sale of alcoholic beverages be limited to 4:00 p.m. to 2:00 a.m. daily.
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of on-premise alcohol consumption to ensure that the conditions of this permit are satisfied.



Kevin Crosby, Senior Planner
Department of Development Services



Jim Compton
Planning Division Manager
Department of Development Services

Attachments:

Application
Maps
Exhibit A

Case Number: S-14-012

CITY OF MIDLAND
Planning Division

**APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM
FOR THE SALE OF ALCOHOLIC BEVERAGES
FOR ON-PREMISE CONSUMPTION**

JUSTIN COREY SERFASS	432-230-4826
Applicant Name	Phone/e-mail
4824 TIMBER LANE	79707
MIDLAND, TX	
Address	Zip Code
ROY CARLEY	281-750-0236
Property Owner Name	Phone/e-mail
1314 KIRBY LAKE CT	77406
RICHMOND, TX	
Address	Zip Code
JUSTIN COREY SERFASS	432-230-4826
Operator (if different from Applicant or Property Owner)	Phone/e-mail
4824 TIMBER LANE	79707
MIDLAND, TX	
Address	Zip Code

Type of Business: BAR AND GRILL (Lounge or Nightclub)
(Restaurant, Bar, Lounge, Nightclub, etc.)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, name, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)
11 META DRIVE SUITE B, MIDLAND TX 79701

Current Zoning: _____

Max. Floor Area: _____ Seating Capacity: 64

Proposed hours and days of alcoholic beverage sales: TUESDAY THROUGH SATURDAY 4PM TO 2AM

Reason for request: CONVERTING GRINDERS SUB SHOP INTO A BAR AND GRILL

REQUIRED SUBMITTALS

1. Application fee: \$300 _____.



2. Site plan – 16 copies (FOLDED) ____.
3. On a CD in .pdf and .jpg digital format ____.

SIGNATURES:

Applicant: _____

Date: 4/1/14

Property Owner: Roy Carley

Date: 4/1/14

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

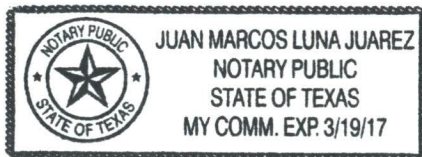
STATE of TEXAS

COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

JUSTIN SERFASS who, being by me duly sworn, upon oath says: That (s)he is authorized by ROY CARLEY, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this 3 day of April, 20 14, to certify which witness my hand and seal of office.

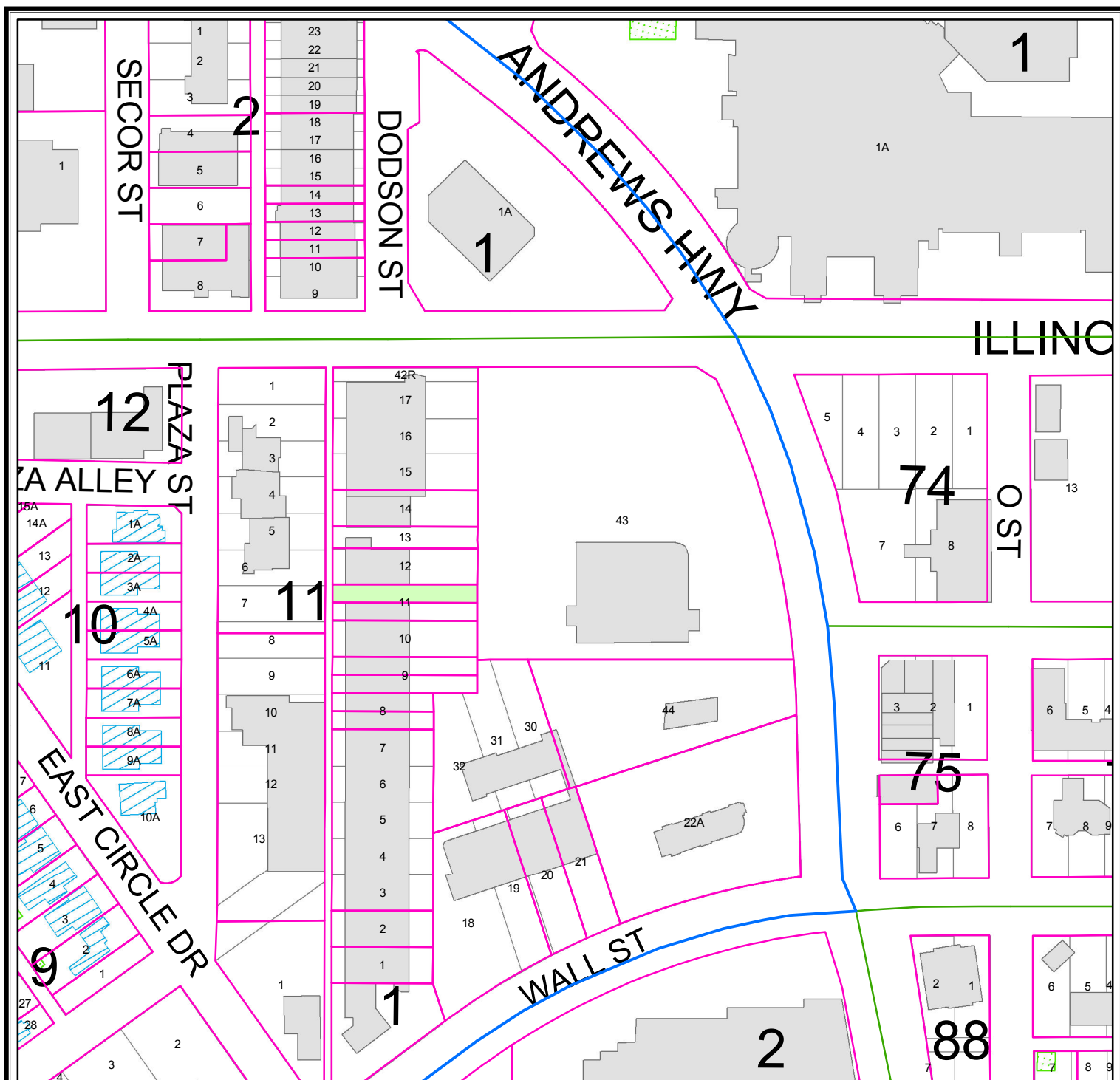


NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>RBB</u>	Date: <u>4/3/14</u>
Assigned: <u>KC</u>	
For: <u>P+Z</u>	On: <u>5/5/14</u>



****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

S - 14 -012

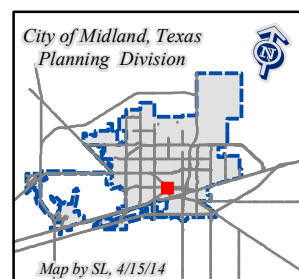
Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge or Nightclub, on a 5,009 square foot portion of Lot 11, Block 11, The Village Addition, City and County of Midland, Texas.

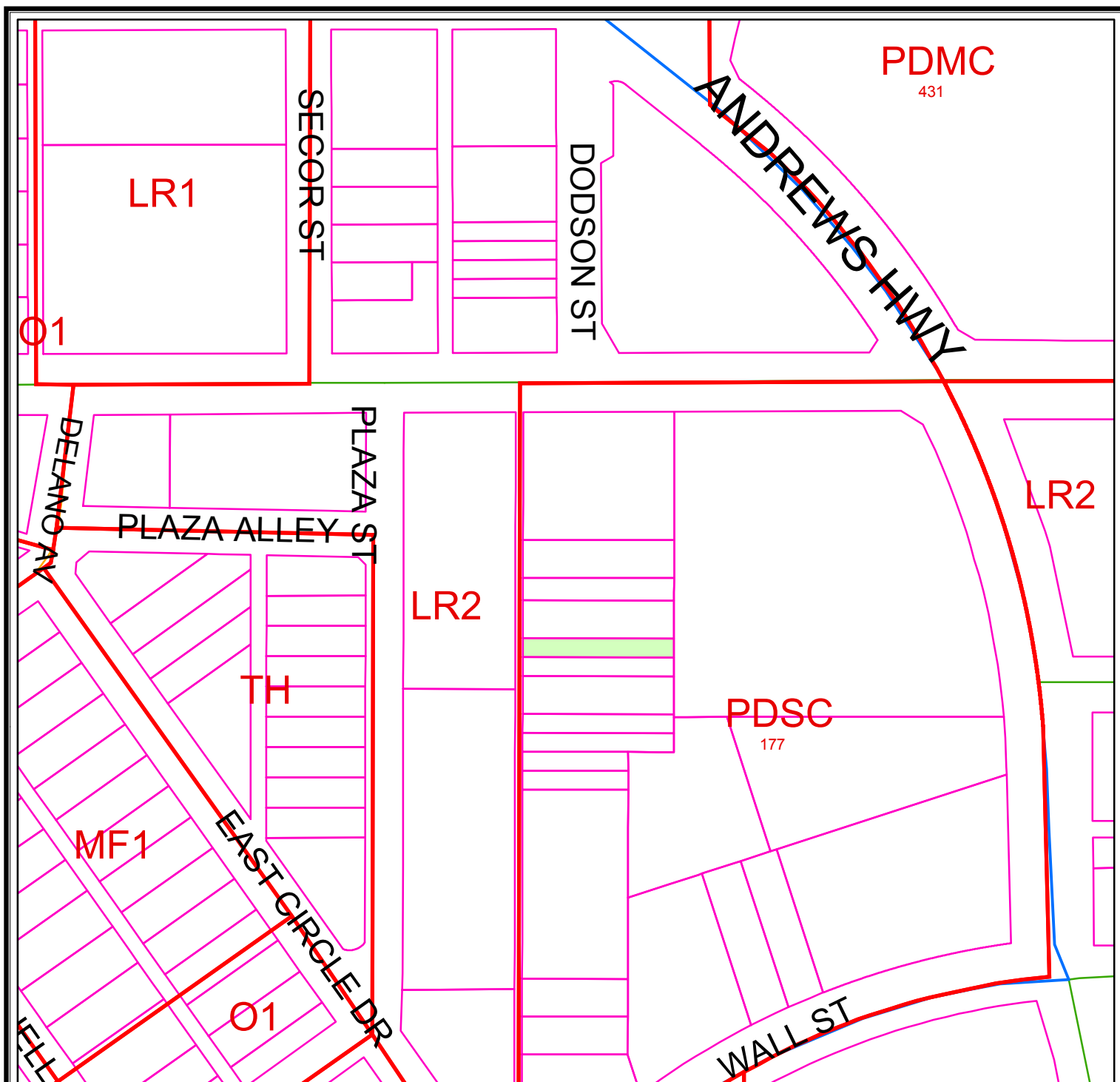
Generally located on the northwest corner of Andrews Highway and W. Wall Street, Approximately 300 feet south of Illinois Avenue.

LEGEND

- CITY LIMITS
- PARCEL
- SELECTED PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Map by SL, 4/15/14

S - 14 -012

Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge or Nightclub, on a 5,009 square foot portion of Lot 11, Block 11, The Village Addition, City and County of Midland, Texas.

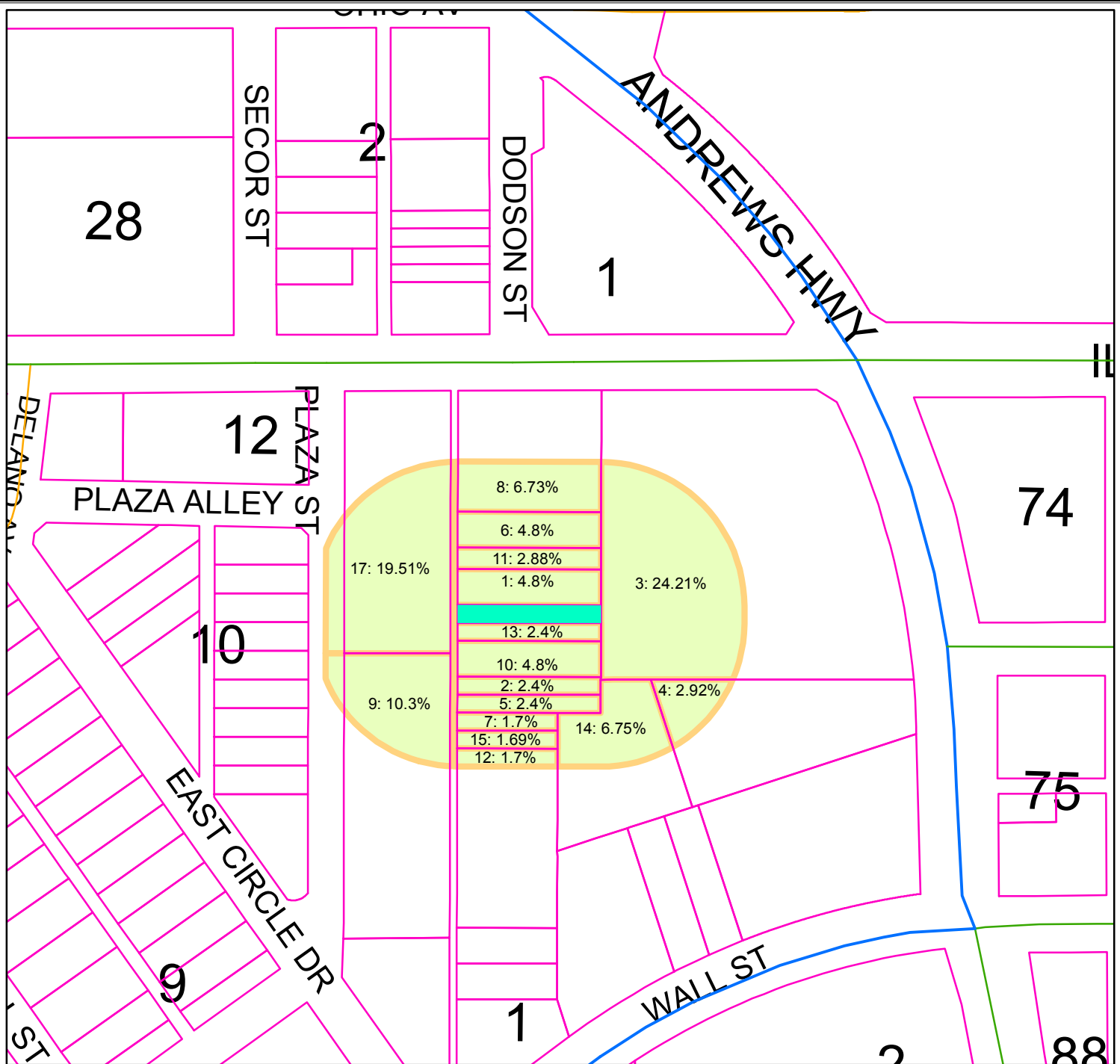
Generally located on the northwest corner of Andrews Highway and W. Wall Street, Approximately 300 feet south of Illinois Avenue.

LEGEND

ZONING

PARCELS

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



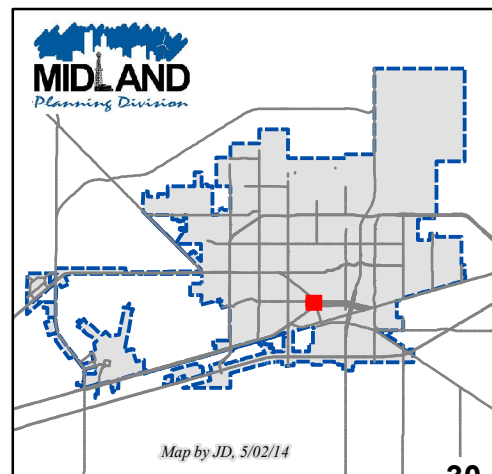
LEGEND

- CITY LIMITS
- PARCELS
- SUBJECT PARCEL
- OPPOSITION PARCELS

Percent Opposition

Case #: S- 14-012

Scale: 1" = 200'



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Created By: JD
Date: 05/02/2014

Percent Opposition - S-14-012, Justin Corey Serfass

<u>ID#</u>	<u>SITE NO.</u>	<u>DIR.</u>	<u>STREET</u>	<u>OWNER</u>	<u>PERCENT</u>	<u>OPP</u>	<u>PERCENT AGAINST</u>
1	12		META DR	MOORE THOMAS H	4.80%		0.00%
2	9		META DR	GREEN CHARLES N	2.40%	Y	2.40%
3	215		ANDREWS HWY	WALGREEN CO #6122	24.21%		0.00%
4	201		ANDREWS HWY	BOBBY COX COMPANIES INC	2.92%		0.00%
5	9		META DR	GREEN CHARLES N	2.40%	Y	2.40%
6	14		META DR	MIDLAND REALTY CO	4.80%	Y	4.80%
7	8		META DR B	GREEN CHARLES	1.70%	Y	1.70%
8	15		META DR	MIDLAND REALTY CO	6.73%	Y	6.73%
9	200		PLAZA ST	MIDLAND DOWNTOWN LIONS CLUB	10.30%		0.00%
10	10		META DR	GREEN CHARLES N	4.80%	Y	4.80%
11	13		META DR	MOORE THOMAS H	2.88%		0.00%
12	3		META DR	LANGDON STEPHEN J	1.70%		0.00%
13	11		META DR	PROCTOR ROY M	2.40%		0.00%
14	30		VILLAGE CIR	CHAVEZ DELMA PROP LLC	6.75%		0.00%
15	8		META DR	GREEN CHARLES	1.69%	Y	1.69%
17	2409	W	ILLINOIS AV	TWO PLAZA AVENUE	19.51%		0.00%
					100.000%		22.84%



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at 10:54 a.m. and consider a Resolution on a request by Midland Restaurants, Inc. / The Bar for approval of a Temporary Land Use Permit for an Outdoor Amusement Function on Lots 7 through 9, Block 6 and a 150 foot section of the 100 block of S. Carrizo Street, Original Town, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of S. Carrizo Street and W. Missouri Avenue). District-3

Purpose:

Hold a public hearing at 10:54 a.m. and consider a resolution on a request by Midland Restaurants, Inc. / The Bar for approval of a Temporary Land Use Permit for an Outdoor Amusement Function.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Midland Restaurants, Inc. / The Bar plans to conduct an Outdoor Amusement Function on Lots 7 through 9, Block 61, and a 150 foot section of the 100 block of S. Carrizo Street as shown on the site plan (Exhibit A).

Proposed hours of operation are:

Saturday, June 28, 2014 from 5:00 p.m. to 12:00 a.m.

This one day Block Party will require South Carrizo Street to be closed between Wall Street

and West Missouri. Alcoholic beverages will be sold, and all sales shall conform to state and local laws. A minimum of eight certified peace officers will be on duty, and 15 portable restrooms will be provided on-site during the operating hours of the Block Party. Live music is planned. The applicant requested a temporary street closure, which is handled administratively. They have provided an approved barricade plan as well as provided indemnification for the City.

Attachments:

Site plan
Proposed Ordinance

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE TEMPORARY USE
OF LAND FOR AN OUTDOOR AMUSEMENT
FUNCTION ON LOTS 7-9, BLOCK 6, AND A 150 FOOT
SECTION OF THE 100 BLOCK OF SOUTH CARRIZO
STREET, ORIGINAL TOWN, CITY AND COUNTY OF
MIDLAND, TEXAS (GENERALLY LOCATED ON THE
NORTHEAST CORNER OF THE INTERSECTION OF
SOUTH CARRIZO STREET AND WEST MISSOURI
AVENUE); AND MAKING SAID PERMIT SUBJECT TO
CERTAIN SPECIAL CONDITIONS AND
RESTRICTIONS CONTAINED HEREIN**

WHEREAS, pursuant to Section 11-1-6(D) of the City Code of Midland, Texas, Midland Restaurants, Inc. has applied for authorization to temporarily use land for an outdoor amusement function on Lots 7-9, Block 6, and a 150 foot section of the 100 Block of South Carrizo Street, Original Town, City and County of Midland, Texas; and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That Midland Restaurants, Inc. is hereby authorized by the City Council to have an outdoor amusement function on the following described land:

Lots 7-9, Block 6, and a 150 foot section of the 100 Block of South Carrizo Street, Original Town, City and County of Midland, Texas.

SECTION TWO. That said temporary use shall be allowed within the area designated herein, subject to the following conditions and restrictions:

- A. That the days and hours of operations shall be limited to the following:
Saturday, June 28, 2014 from 5:00 p.m. to 12:00 a.m. (midnight).
- B. That alcoholic beverage sales and consumption shall be in compliance with state and local laws.
- C. That the block party and access arrangements shall conform in all respects to the site plan attached hereto as Exhibit "A" and incorporated herein for all purposes.
- D. That live music shall be allowed during all operating hours of the block party.

- E. That a minimum of fifteen (15) portable restrooms shall be provided during all operating hours of the block party.
- F. That a minimum of eight (8) certified peace officers shall be provided during all operating hours of the block party.
- G. That the block party must comply with all requirements of the Fire Code, including, but not limited to the following:
 - 1. All food preparation shall provide fire extinguishers at each area where heat or open flames are used.
 - 2. The applicant must call for an inspection by the Fire Marshal prior to commencing operation of the block party.
- H. That the applicant shall obtain approval from the Solid Waste Department for refuse collection and clean-up plan prior to the block party.
- I. That the Code Administration Division shall be notified no later than 48 hours preceding the block party.
- J. That Scott W. Gunn, as representative of Midland Restaurants, Inc., shall be responsible for ensuring that the conditions of this permit are observed.

SECTION THREE. The City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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., 2014, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

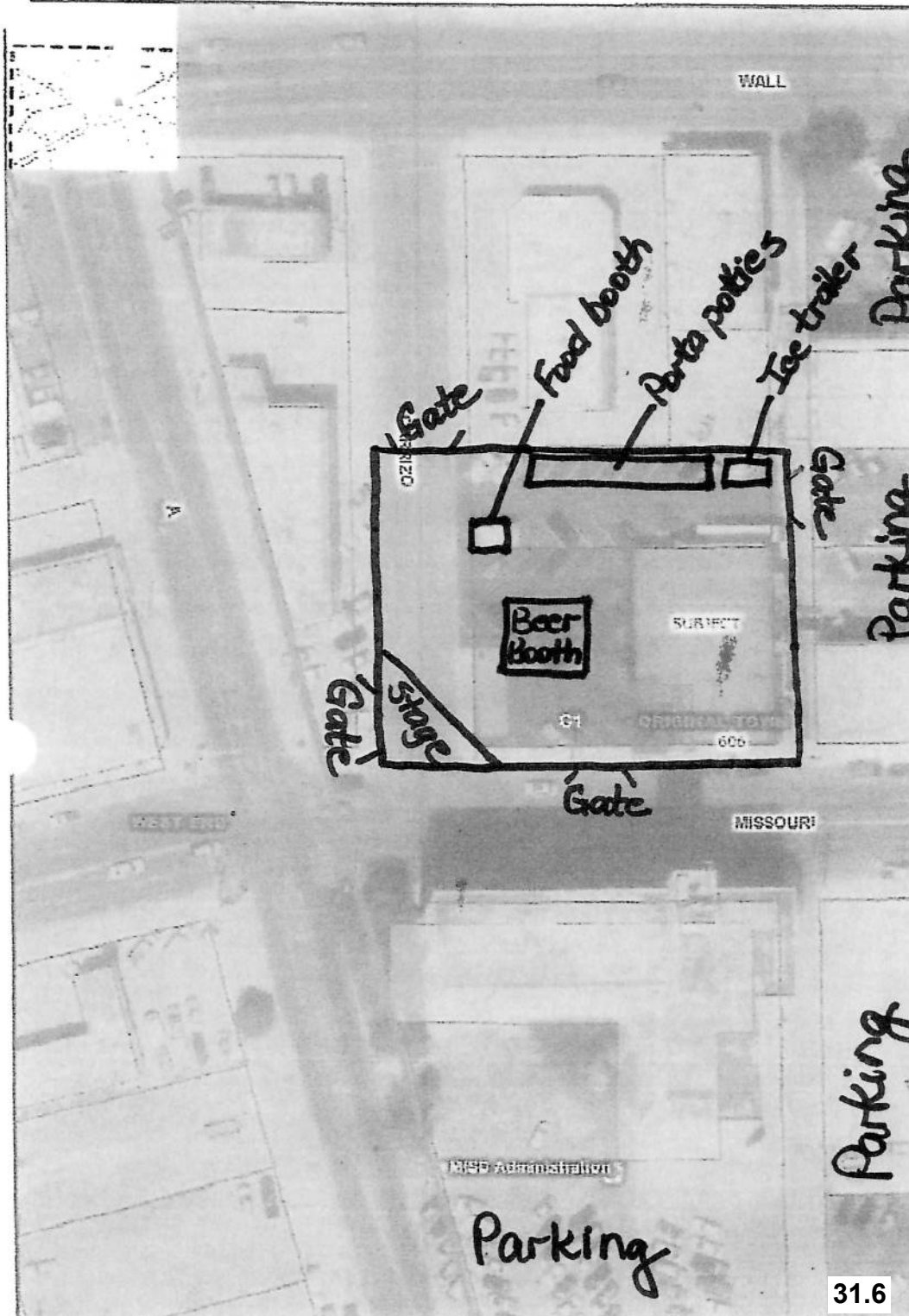
APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

CASE NO. M-14-008

CITY OF MIDLAND
PLANNING DIVISION OFFICE

ZONING MAP



31.6

Case No.:

M-14-008

CITY OF MIDLAND, TEXAS
Planning Division

RECEIVED

APR 22 2014

CITY OF MIDLAND
PLANNING DIVISION OFFICE

TEMPORARY LAND USE PERMIT APPLICATION

Submission Requirements: Application shall be submitted to the Planning Division not less than eighteen (18) days prior to the City Council meeting at which action is desired.

Application is hereby made to the City Council for a Temporary Land Use Permit:

Midland Restaurants, Inc. dba

Name of Applicant: THE BAR Phone: 685-1757
E-mail: texreb617@ymail.com

Applicant's Address: 606 W. Missouri

Property Owner: Wall St. Joint Ventures Phone: 687-3355
E-mail: _____

Owner's Address: 206 N. Main 79701

Other required information:

1. Street address and legal description of property: 606 W. Missouri
Lots 7-9, Block 61, Original Town, City & County of Midland
2. Zoning District: C-1 Commercial
3. Type of temporary use requested: Outdoor concert w/ alcohol
4. Duration of temporary use: _____
If more than One (1) day and is located within any residential district or is located within 1000 feet of any residential district, then a public hearing is required.
5. Proposed days and hours: Saturday, June 28th
5:00pm - 12:00am
6. Will alcoholic beverages be sold? Yes No
7. A detailed Site Plan is required (16 copies needed (FOLDED), plus digital - .jpg and .pdf). Show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.
Site Plan received: _____ Yes _____ No

8. Are you requesting the temporary closure of any streets? Yes No

If yes, you must:

- A. Obtain and complete the "Special Event and Street Closure Application", available in the Transportation Division office (5th Floor, City Hall).
- B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars (\$1,000,000) for the term of the closure.
9. Other information: Number of security guards provided: 8
Number of restrooms provided: 15
Type of music (carnival, live, etc.): Live
Showmobile requested — Days and hours —
10. A **\$500.00 Clean-up Deposit** and a **\$500.00 Damage Deposit** are required for all events. Checks need to be dated day of event. Inspection of site after the event for trash and damage is a City responsibility. The deposits, or a portion thereof, may be refunded following inspection.
Clean-up Deposit received: — (Y) — (N) **Clean-up Deposit refunded:** — (Y) — (%) — (N)
Damage Deposit received: — (Y) — (N) **Damage Deposit refunded:** — (Y) — (%) — (N)
11. A **\$200 Application Review fee** is required. **Fee received:** — Yes — No
\$25.00 for each additional event date.

Owner or Operator (if other than Applicant) responsible for ensuring that the conditions of this permit will be observed:

SCOTT W. GUNN 606 W. MISSOURI 79701 685-1757
Printed Name of Owner/Operator Address Zip Phone

X [Signature]
Signature of Owner/Operator

Date

X [Signature]
Signature of Applicant

Judy Harris, Gen. Mgr.

Date

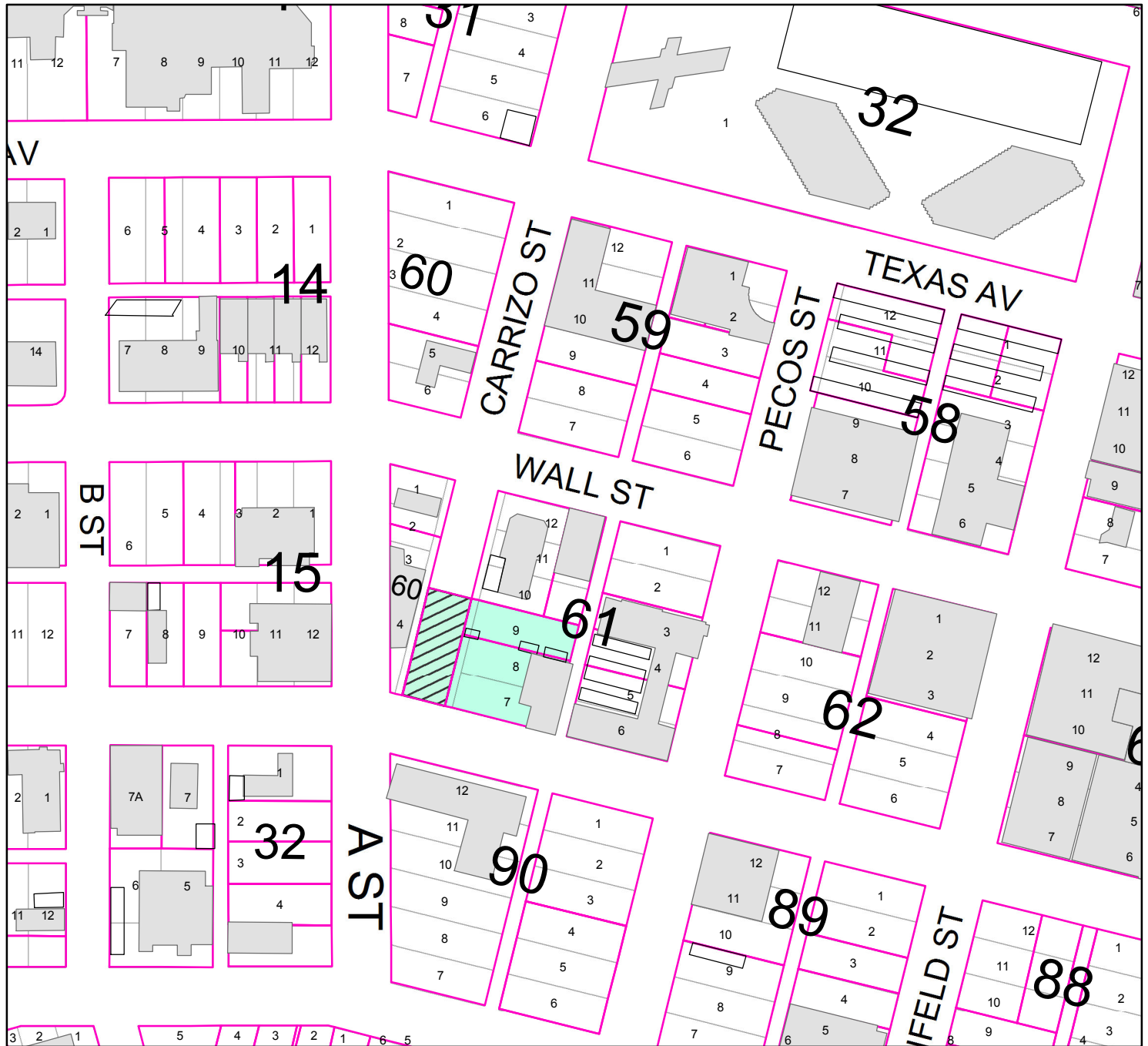
X [Signature]
Signature of Property Owner, if other than Applicant

Frank Tirey

Date

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
Received By: <u>RS</u>	Date: <u>4/2/14</u>
Assigned: <u>BB</u>	
For: <u>CC</u>	On: <u>5/20/14</u>



LOCATION MAP

M-14-008

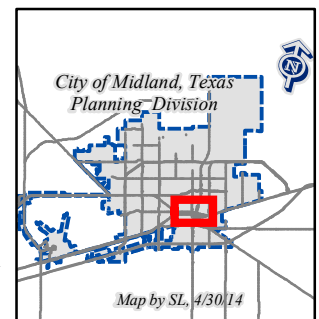
Scale: 1" = 200'

Consider a request for a Temporary Land Use Permit for an Outdoor Amusement Function on Lots 7-9, Block 61, and a 150 foot section of the 100 block of S. Carrizo Street, Original Town, City and County of Midland, Texas.

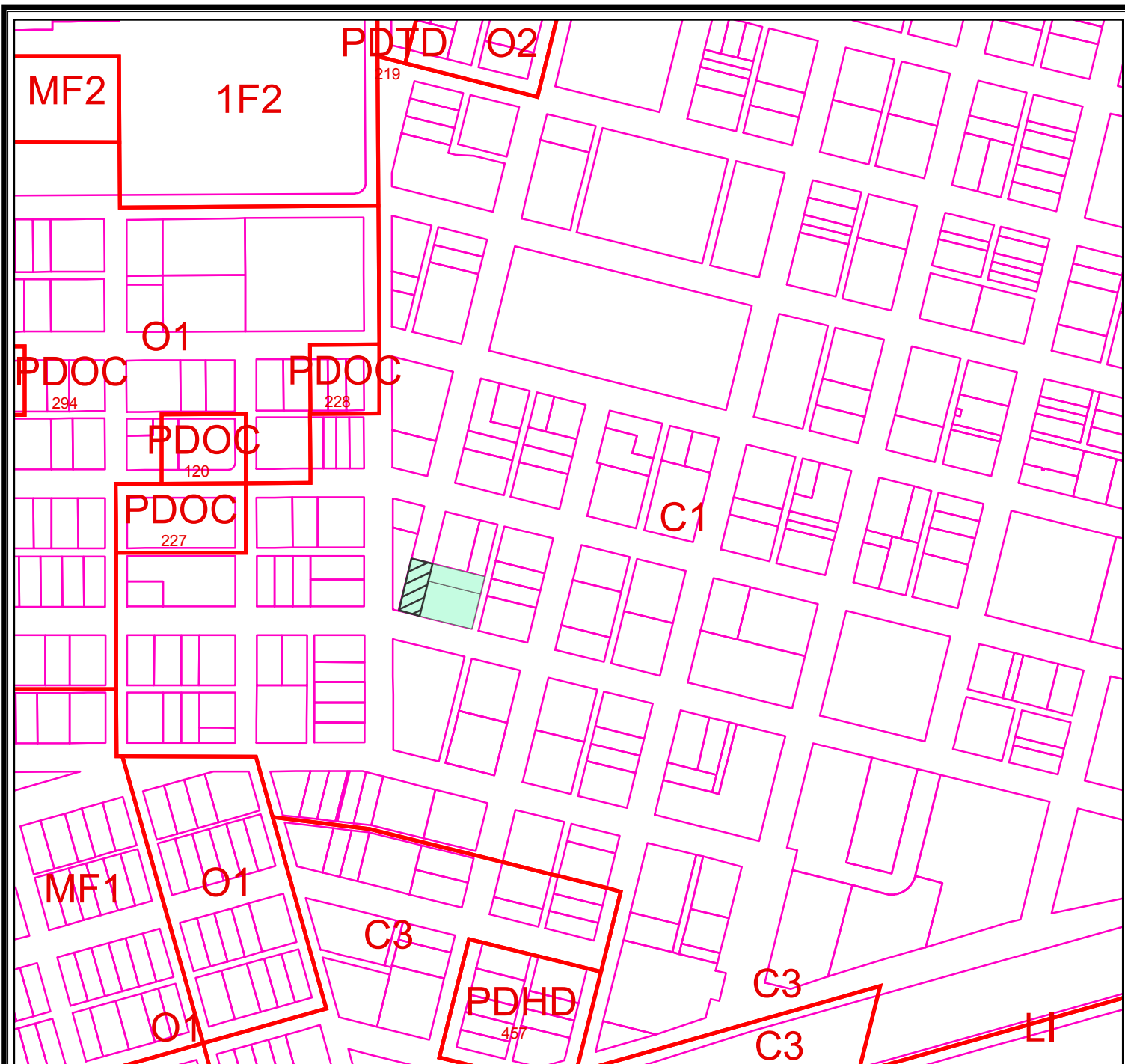
Generally located on the northeast corner of the intersection of S. Carrizo Street and W. Missouri Avenue.

LEGEND

- CITY LIMITS
- PARCEL
- SELECTED PARCEL
- PROPOSED OUTDOOR AMUSEMENT AREA
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

M-14-008

Scale: 1" = 400'

Consider a request for a Temporary Land Use Permit for an Outdoor Amusement Function on Lots 7-9, Block 61, and a 150 foot section of the 100 block of S. Carrizo Street, Original Town, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of S. Carrizo Street and W. Missouri Avenue.

LEGEND

Map by SL 4/30/2014

ZONING PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
rpatrik
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:57 a.m. and consider a Resolution on a request by Anita Hidrogo for a Special Temporary Permit for a Manufactured Home based on a medical hardship condition on Lot 7, Block 9, East Midland Subdivision, City and County of Midland, Texas. Generally located on the northeast corner of the intersection of E. Walnut Lane and Madison Street, District 2.

Purpose:

Hold a public hearing at approximately 10:57a.m. and consider a resolution on a request by Anita Hidrogo for a Special Temporary Permit for a Manufactured Home based on a medical hardship condition.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The owner of this property is requesting a Special Temporary Permit for a Manufactured Home in order to allow her mother, Delfina Mora, to live close, reason being current medical conditions. A doctor's note has been submitted indicating that it would be in Ms. Mora's best interest to have a person stay close to her and take care of her and her needs. This will be a new issued permit. The lot is located in a MH, Mobile Home Dwelling District; however, since there is a house on the lot, the placement of a manufactured home requires a temporary permit. The individual lot is 7,013 square feet in area and the mobile

home is 672 square feet in area. The manufactured home will be placed five feet away from the existing house with five-foot setbacks from the front and side property lines. Further discussion needs to take place regarding front yard setback conditions. The MH District requires a 20-foot front yard setback. This manufactured home will only have a five-foot setback. Since it is a temporary permit, staff does not oppose. The current detached accessory building on the property has a front setback of approximately eight feet. Also note, this lot is located next to a vacant lot. No letters of opposition have been received to date.

Attachments: Application, Map, Exhibit A – Site Plan

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A TEMPORARY
SPECIAL PERMIT FOR A MANUFACTURED HOME
ON LOT 7, BLOCK 9, EAST MIDLAND ADDITION,
CITY AND COUNTY OF MIDLAND, TEXAS
(GENERALLY LOCATED ON THE NORTHEAST
CORNER OF THE INTERSECTION OF EAST WALNUT
LANE AND MADISON STREET)**

WHEREAS, pursuant to Section 5-5-14 of the City Code of Midland, Texas, Anita Hidrogo has applied for a Temporary Special Permit to locate on Lot 7, Block 9, East Midland Addition, City and County of Midland, Texas, for occupancy by Delfina Mora, a manufactured home on said property on an emergency basis; and

WHEREAS, after a full public hearing at which both the applicant and interested citizens within the vicinity involved were given an opportunity to be heard, the Council finds and determines that an emergency exists constituting a genuine hardship for the applicant and that such permit should be issued;

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

SECTION ONE. That the City Manager is hereby authorized and directed to issue, on behalf of the City of Midland, Texas, a Temporary Special Permit authorizing Arcelia Renteria to locate on Lot 7, Block 9, East Midland Addition, City and County of Midland, Texas, for occupancy by Delfina Mora, a manufactured home on said property, all subject to the terms and conditions as set out in Section Two herein.

SECTION TWO. That said Temporary Special Permit shall be subject to the following conditions and restrictions.

- A. That the placement of a manufactured home on this property shall conform in all respects to the site plan which is attached hereto as Exhibit "A" and incorporated herein for all purposes.
- B. That this permit shall be valid for a maximum term of two years from the date of approval, unless otherwise extended by the City Council.
- C. That the manufactured home shall not exceed 700 contiguous square feet in area.

- D. That the manufactured home shall be occupied by Delfina Mora and shall not be rented as a separate dwelling unit or used for any commercial activity.
- E. That the manufactured home shall conform to all regulations regarding the use of a manufactured or mobile home for a fixed dwelling, except that additional parking spaces shall not be required.
- F. That in the event the manufactured home is no longer needed for the indicated hardship condition, it shall be removed from the property immediately.

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., 2014, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney



Google earth

feet 100
meters 30



EXHIBIT A

CASE NO. T-14-002

Case Number:

T-14-002

RECEIVED

APR 17 2014

CITY OF MIDLAND
PLANNING DIVISION OFFICE

**CITY OF MIDLAND
Planning Division**

**SPECIAL TEMPORARY PERMIT FOR A MANUFACTURED HOME
APPLICATION**

Based on Genuine Hardship Condition

528-9348

Name of Land Owner: EVARISTO GOMEZ/DELFINA MORA Phone/e-mail: 432-683-5949

Address: 1401 E WALNUT LANE

Legal Description of Property to accommodate manufactured home: (Complete Lot and Block Description below or, if not a lot in a recorded plat, attach a Metes and Bounds Description.):

Lot: 7 Block: 9 Addition: East Midland

Address: 1401 E. Walnut Lane Zoning: 45-2 M+

Name of manufactured home owner: ANITA HIDROGO Phone/e-mail: 432-683-5949

Address: 1401 E WALNUT LANE

Relationship to Land Owner: DAUGHTER

Name and current address of proposed manufactured home occupant: DELFINA MORA

1401 E WALNUT LANE MIDLAND TEXAS 79701

Phone: 432-683-5949 Relationship to Land Owner: SELF

Reason, in Applicant's opinion, for request and hardship conditions:

MY MOTHER IS 80 YEARS OLD, SHE HAS HEART PROBLEMS HIGH BLOOD PRESSURE
THAT HAS TO BE MONITORED

Have you considered any alternatives to a manufactured home? If so, please comment: YES

I HAVE 5 CHILDREN OF MY OWN AND 7 GRANDCHILDREN THEREFORE TOO MANY

The maximum term for a permit is two (2) years. Said permit may be renewed for successive two-year periods with an approved application and fee.

Is this a new application or a request for an extension? NEW

If an extension, when was the original permit approved? _____

If an extension, has the degree of hardship increased since the most recent application? _____

If so, please comment: _____

The applicant hereby certifies that the information contained herein is accurate and that, if the requested permit is approved:

- a) the manufactured home shall be occupied only by said applicant and his/her family;
- b) manufactured shall be located on a tract owned by said owner;
- c) manufactured shall never be rented out or used for any commercial purpose; and
- d) that said manufactured home shall be removed from the premises at the expiration of the approved permit (unless an extension is granted) or when it is no longer needed for the reason stated above, whichever is sooner.

Note: The City Council may impose any special conditions, restrictions, limitations on such permits as it deems to be in the public interest after public hearing on said application. The City Council reserves at all times the right and power to revoke any such permit for violation of any of its terms after a hearing at which the holder has been given at least five (5) days notice.

REQUIRED SUBMITTALS

1. Complete Application and Application fee: **\$50.00**
2. Proof of hardship (such as letter from a physician)
3. A site plan – 16 copies (FOLDED) of the lot indicating the location of the proposed manufactured home with all dimensions.
4. On a CD in .pdf and .jpg digital format.


Signature of Applicant

X DELFINA MORA
Signature of Landowner if other than Applicant

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY			
Rec'd By:	<u>ML</u>	Date:	<u>4/17/14</u>
Assigned:	<u>JT</u>	For:	<u>City Council</u> On: <u>5/20/14</u>



LOCATION MAP

T - 14 - 002

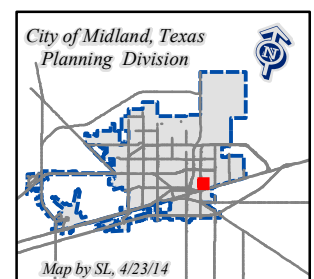
Scale: 1" = 200'

Consider a request for a Special Temporary Permit for a Manufactured Home based on a medical hardship condition, on Lot 7, Block 9, East Midland Subdivision, City and County of Midland, Texas.

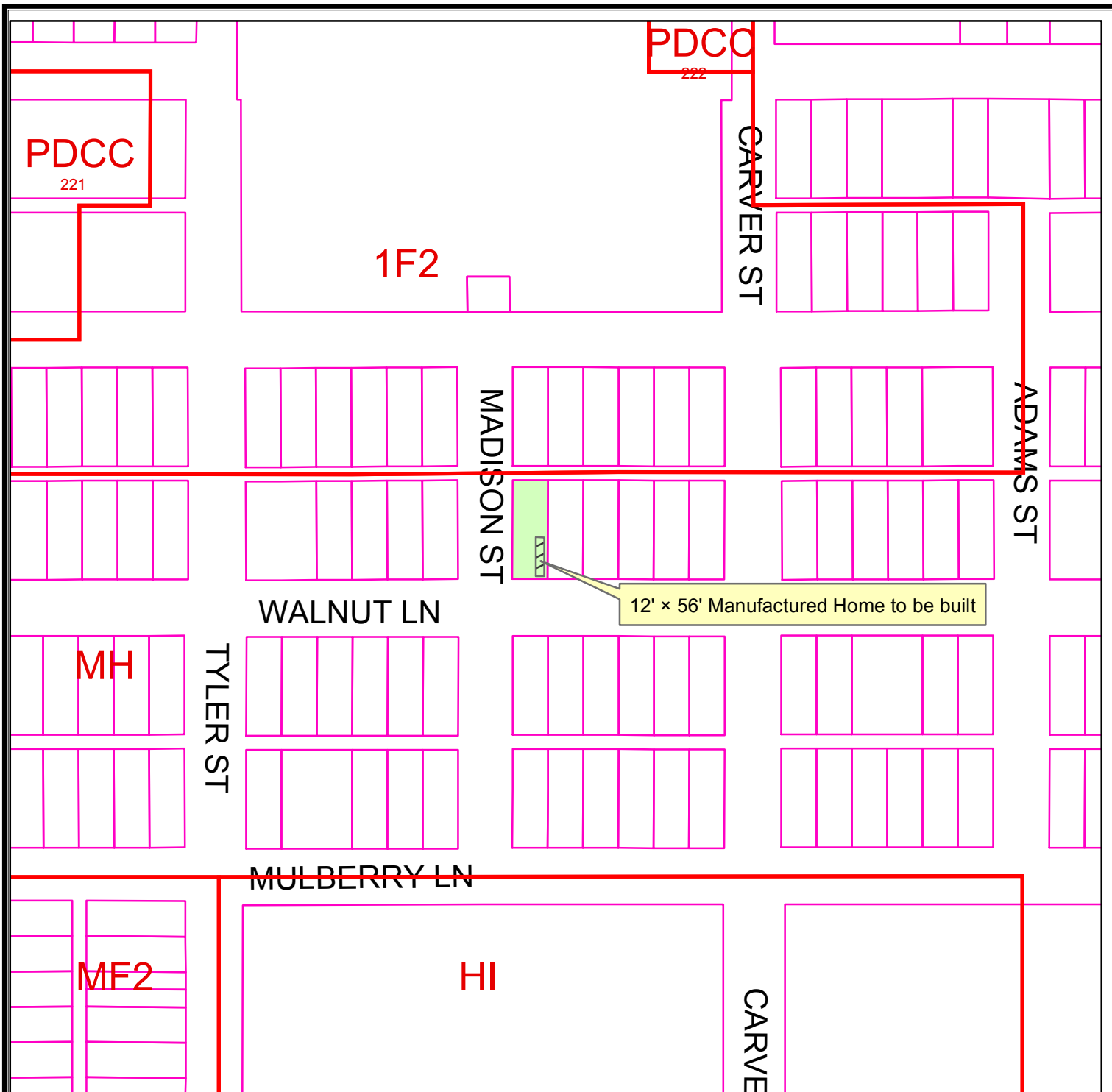
Generally located on the northeast corner of the intersection of E. Walnut Lane and Madison Street.

LEGEND

- CITY LIMITS
- PARCEL
- SELECTED PARCEL
- MANUFACTURED HOME TO BE BUILT
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Map by SL, 4/23/14

T - 14 - 002

Scale: 1" = 200'

Consider a request for a Special Temporary Permit for a Manufactured Home based on medical hardship condition, on Lot 7, Block 9, East Midland Subdivision, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of E. Walnut Lane and Madison Street.

LEGEND



ZONING

PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JPI, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 5/20/2014

TO: City Council / City Manager

FROM: Marv Esterly, Director of Airports

SUBJECT: Consider an ordinance amending Title XIII, "Airports", Chapter 5, "Prohibited and Regulated Parking Zones", of the City Code of the City of Midland, Texas, to establish new rates or fares for the public parking areas at Midland International Airport.

Purpose:

Consider an ordinance amending Title XIII, "Airports", Chapter 5, "Prohibited and Regulated Parking Zones", of the City Code of the City of Midland, Texas, to establish new rates or fares for the public parking areas at Midland International Airport.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Approximately \$70,000.00 – monthly

Discussion:

The Department of Airports parking revenue reports indicated the parking lots at Midland International were consistently full most days of the week. Covered parking was at capacity, Close-In was full several days during the week, and Remote had been close to capacity several times. During the holidays and Spring Break, it was necessary for us to open an overflow lot because all three parking areas were at capacity.

City Council approved the design and construction of a Long-Term Covering parking lot in late 2012 and that project is near completion. It is now necessary for us to amend the parking rates and include the terms and rates of the new parking area at Midland International Airport.

During City Council's Briefing Session, the Deputy Director of Airports updated Council members on the new Long-Term Covered parking area being constructed at Midland International. In addition, she presented the Department's thoughts on proposed rate increases. A survey was conducted of Texas airports to insure the airport was within market pricing. As everyone is aware, operating costs in Midland have increased sharply within the past few years. It is necessary under FAA regulations for the Airport to be as self-sustaining as possible. Over the years, the Department of Airports has implemented new ways to control costs to our customers. The proposed modest increase will allow the Airport to pay for the new parking lot, along with automated pay stations, which will greatly improve customer convenience.

Proposed Increase (per day):

	Current	Increase
Covered Parking	\$8.00	\$12.00
Close-In Parking	\$6.00	\$ 8.00
Economy (Remote)	\$4.25	\$ 6.00
Economy Covered Parking (Long-Term)		\$ 9.00

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XIII, "AIRPORTS", CHAPTER 5, "PROHIBITED AND REGULATED PARKING ZONES", SECTION 5, "PUBLIC PARKING CHARGES", OF THE CITY CODE OF MIDLAND, TEXAS; ESTABLISHING NEW RATES OR FARES FOR THE PUBLIC PARKING AREAS AT THE MIDLAND INTERNATIONAL AIRPORT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION

WHEREAS, the Council finds it to be in the public interest to amend the City regulations regarding prohibited and regulated parking zones, public parking charges of the City Code of Midland, Texas, in order to establish new rates or fares for the public parking areas at the Midland International Airport;

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

SECTION ONE. That Title XIII, "Airports", Chapter 5, "Prohibited and Regulated Parking Zones", Section 5, "Public Parking Charges", of the City Code of Midland, Texas, is hereby amended to read, in its entirety, as set forth in Exhibit "A", attached hereto and incorporated herein for all legal purposes.

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 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 hundred dollars (\$200.00).

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 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., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

13-5-5. Public parking charges.

It shall be unlawful for any person, firm or corporation to park, stand or stop a motor vehicle, or cause same to be done, in the public parking areas, as designated and shown on Exhibit A, attached hereto and made a part hereof for all legal purposes, unless the following rates or fares are paid for such privilege upon presentation of a parking ticket to the cashier or automated pay station upon exit. These rates shall include the collection of applicable state, city and county sales and use taxes:

(A)

Covered parking area rates.

0—1 hour	\$ 3.00
1—2 hours	4.75
2—3 hours	6.75
3—4 hours	8.75
4—5 hours	10.50
5—24 hours	12.00

Rates repeat each 24 hours up to 145 hours.

145—168 hours	\$80.00
---------------------	---------

Rates repeat each 168 hours.

(B)

Close-in parking area rates.

0—1 hour	\$1.25
1—2 hours	2.75
2—3 hours	4.00
3—4 hours	5.25
4—5 hours	6.75
5—24 hours	8.00

Rates repeat each 24 hours up to 145 hours.

125—168 hours	\$50.00
---------------------	---------

Rates repeat each 168 hours.

(C)

Economy parking area rates.

0—1 hour	\$1.50
1—2 hours	2.50
2—3 hours	3.50
3—4 hours	4.50
4—5 hours	5.50

5—24 hours 6.00

Rates repeat each 24 hours up to 145 hours.

145—168 hours \$35.00

Rates repeat each 168 hours.

(D)

Remote Covered Parking rates

(Long-Term)

0 – 1 hour \$2.00

1 – 2 hours 4.00

2 – 3 hours 5.00

3 – 4 hours 7.00

4 – 5 hours 8.00

5 – 24 hours 9.00

Rates repeat each 24 hours up to 145 hours.

145 – 168 hours \$55.00

Rates repeat each 168 hours

(1)

Special assessments.

1.

Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.

2.

Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

(Ord. No. 6846, 5-10-1988; Ord. No. 6982, 1-9-1990; Ord. No. 8540, § 1(Exh. A), 7-10-2007)



MIDLAND

International Airport



Covered Parking Lot
Close-in Parking Lot

Economy Parking Lot

Economy Covered Parking



City Council Agenda

Approved for Agenda:
patrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Consider a motion on a proposed preliminary plat of Westridge Park Addition, Section 29, being a replat of Lot 3, Block 9, Westridge Park Addition, Section 25, City and County of Midland, Texas. (Generally located on the west side of Tradewinds Boulevard, approximately 400 feet south of Legends Boulevard.) - District 4

Purpose:

Consider a motion on a proposed preliminary plat of Westridge Park Addition, Section 29.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located on the west side of Tradewinds Boulevard, approximately 400 feet south of Legends Boulevard. The applicant wishes to create four lots on the property for sale. This plat is fairly unique in that a single common area will provide parking and internal circulation for all the proposed lots, and a single driveway will provide access to all four lots. City Council consideration is required because this plat includes a common area. Staff has received a draft of the declaration of restrictive covenants that will govern this property. This property owners association will be responsible for the maintenance of the common area on the property. Once the covenants document is in an acceptable format and executed, the final plat can be considered. Required public improvements include the installation of fire hydrants to

meet city. The applicant is responsible for the construction of these improvements. The Planning and Zoning Commission recommended approval of this preliminary plat on May 5, 2014, subject to the following conditions:

- A. That the required public improvements are adequately addressed.
- B. That the Preliminary Plat is approved by City Council
- C. That the Declaration of Restrictive Covenants meets City Standards

Staff concurs with the Planning and Zoning Commission's recommendation for approval.

Attachments:

May 20, 2014 Planning and Zoning Commission Staff Report
Proposed Preliminary Plat

PLANNING AND ZONING COMMISSION

May 5, 2014

CASE: P-14-014, Westridge Park, Section 29

STATUS: Proposed Preliminary Plat.

APPLICANT/OWNER: SBC Homes, LLC

REPRESENTATIVE: Parkhill, Smith & Cooper

LEGAL DESCRIPTION: Being a replat of Lot 3, Block 9, Westridge Park Addition, Section 25, City and County of Midland, Texas.

LOCATION: Generally located on the west side of Tradewinds Boulevard, approximately 400 feet south of Legends Park.

CURRENT ZONING: O1, Office District

DETAILS OF REQUEST:

1. The applicant's property is located on the west side of Tradewinds Boulevard, approximately 400 feet south of Legends Park. The applicant wishes to create four lots on the property for sale. This plat is fairly unique in that a single common area will provide parking and internal circulation for all the proposed lots. A single driveway will provide access to all four lots.

DRAINAGE:

2. A drainage study has been approved for this property by Engineering Services.

PUBLIC IMPROVEMENTS:

3. Required public improvements include the installation of fire hydrants to meet city. The applicant is responsible for the construction of these improvements.

COMMON AREA

4. A common area will be used to provide shared access and parking for all four proposed lots. Due to the proposed common area, the Preliminary Plat will need to be approved by City Council.

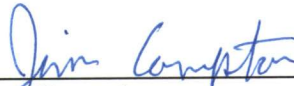
DECLARATION OF RESTRICTIVE COVENANTS:

5. Staff has received a draft of the declaration of restrictive covenants that will govern this property. This property owners association will be responsible for the maintenance of the common area on the property. Once the covenants document is in an acceptable format and executed, the final plat can be considered.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed preliminary plat of Westridge Park Addition, Section 29, subject to the following conditions:

- A. That the required public improvements are adequately addressed.
- B. That the Preliminary Plat is approved by City Council
- C. That the Declaration of Restrictive Covenants meets City Standards



Jim Compton
Planning Division Manager
Department of Development Services



Kevin Crosby, Senior Planner
Department of Development Services

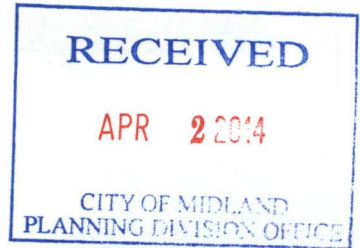
Attachments:

Preliminary Plat Application
Maps
Proposed Preliminary Plat

CITY OF MIDLAND

Planning Division

PRELIMINARY PLAT APPLICATION



I. APPLICATION

Proposed Subdivision Plat Name: Westridge Park Addition, Sect. 29

Legal Description of Plat (or see attached metes and bounds) Being a replat of Lot 3, Block 9 Westridge Park Addition, Section 25 to the City of Midland, Midland County, Texas

Property Owner:

SBC Homes, LLC

(Name)

1811 Heritage Blvd. #100

(Street Address)

432-522-2040

(Phone/e-mail)

Midland, TX 79707

(City, State, Zip)

Developer Information (if different from Owner)

Same as Owner

(Name)

(Phone/e-mail)

(Street Address)

(City, State, Zip)

Representative Information (if acting as Agent, see Note on page 2):

Parkhill, Smith & Cooper

(Name)

432-697-1447

(Phone/e-mail)

1700 W. Wall St. Suite 100

(Street Address)

Midland, TX 79701

(City, State, Zip)

II. FEES

Standard Plat or Residential Replat

For plats up to 50 acres:

\$250.00

For plats over 50 acres, \$1.00 for each additional acre, up to \$500.00

TOTAL

\$ 250.00

III. SUBMITTAL INFORMATION

Submittal Date: Minimum of 24 days prior to the Planning and Zoning Commission meeting at which consideration is desired.

Check items if submitted with this application form

1. Application Fee: X
2. Copies: (FOLDED) (16 prints) X
3. Digital file: (.jpg and .pdf format) X
4. Drainage plan: (submitted to Engineering Div.) X

For Office Use
Only Rec'd By/
Date

_____/_____
_____/_____
_____/_____
_____/_____
_____/_____

The Preliminary Plat shall be considered officially received in the Planning office only when it is in compliance with the provisions of the City of Midland Subdivision Code and when items 1 - 4 above are received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

IV. REQUEST FOR A VARIANCE

The following variances are requested: (attach additional sheets if necessary)

1. Sidewalk deferral: If property is located within the City Limits and is currently undeveloped, do you intend to seek a deferral from the Building Code requirement to construct public sidewalks?
YES ___ NO X
2. Street/Alley alignment, width or length: _____
3. Other: _____

V. REQUEST FOR A DEVELOPMENT AGREEMENT

Do you expect to request a development agreement with the City? YES _____ NO X If yes contact the City Engineer @ 432-685-7286.

VI. PROVISIONS

The Planning and Zoning Commission may approve, disapprove, or conditionally approve a preliminary plat. Conditional approval is subject to conformity with prescribed conditions and is considered disapproval of the plat until said conditions are met. Approval of a preliminary plat shall be considered to be approval of the general arrangement of lots, streets and alleys and the width of streets and alleys, but is not considered to be final acceptance of the subdivision plat. In some cases, a preliminary plat must be considered by the City Council, and any approval by the Planning and Zoning Commission shall be considered a recommendation to the City Council.

VII. SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jared A. Squires who, being by me duly sworn, upon oath says: That (s)he is authorized by SBC Homes, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

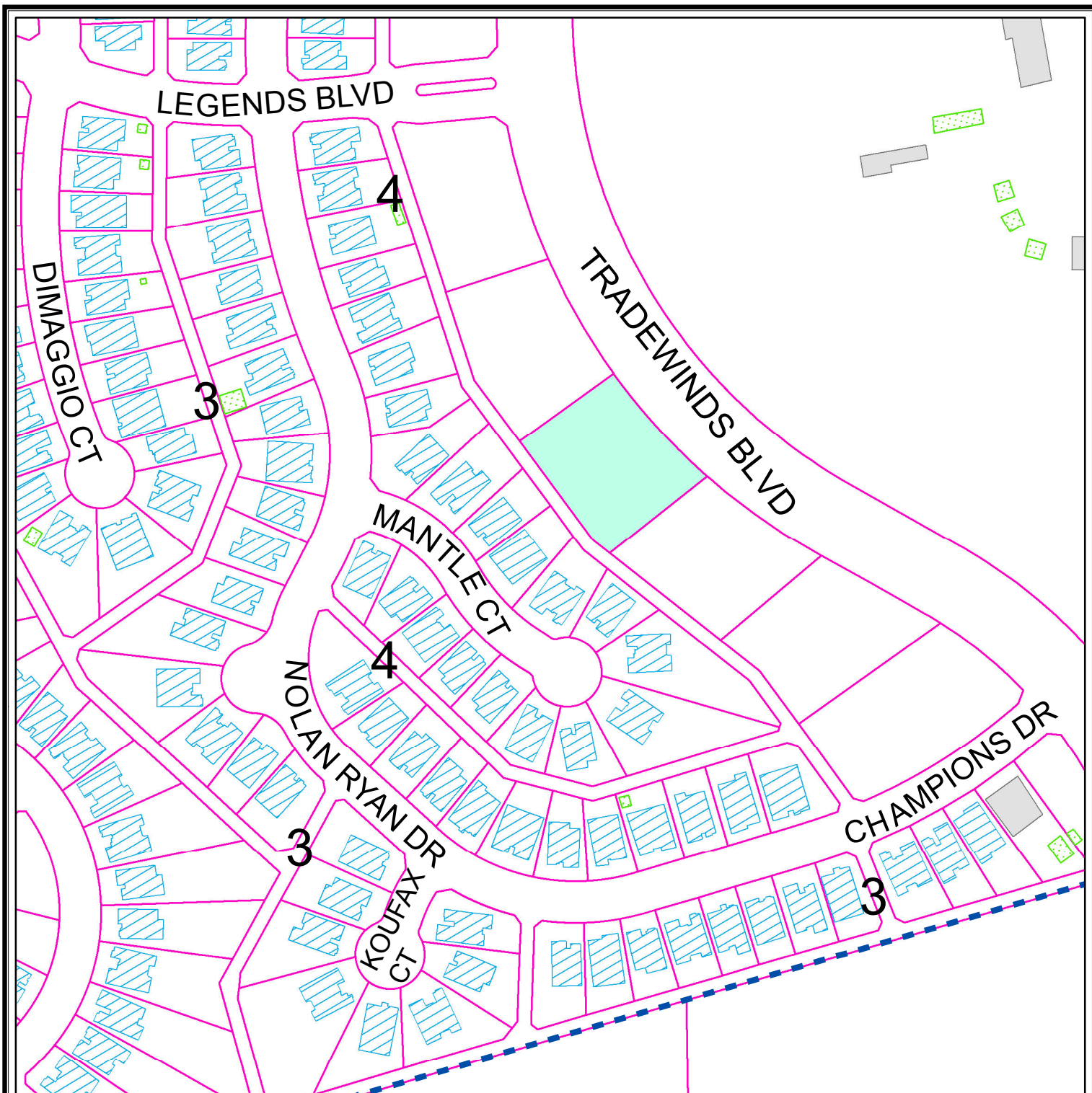
Subscribed and sworn to before me, this 2 day of April, 20 14, to certify which witness my hand and seal of office.

FOR OFFICE USE ONLY	
Rec'd BY: <u>KS</u>	DATE: <u>4/2/14</u>
RES REPLAT: YES	NO
ASSIGNED: <u>KC</u>	
FOR: <u>PKZ</u>	ON: <u>5/5/14</u>
Council Action Required:	Y N

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS



****Application will not be scheduled for hearing until reviewed by a planner.****



LOCATION MAP

P - 14 - 014

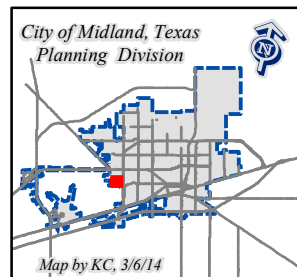
Scale: 1" = 200'

Proposed plat of Westridge Park, Section 29, being a replat of Lot 3 Block 9, Westridge Park Addition, Section 25, City and County of Midland, Texas.

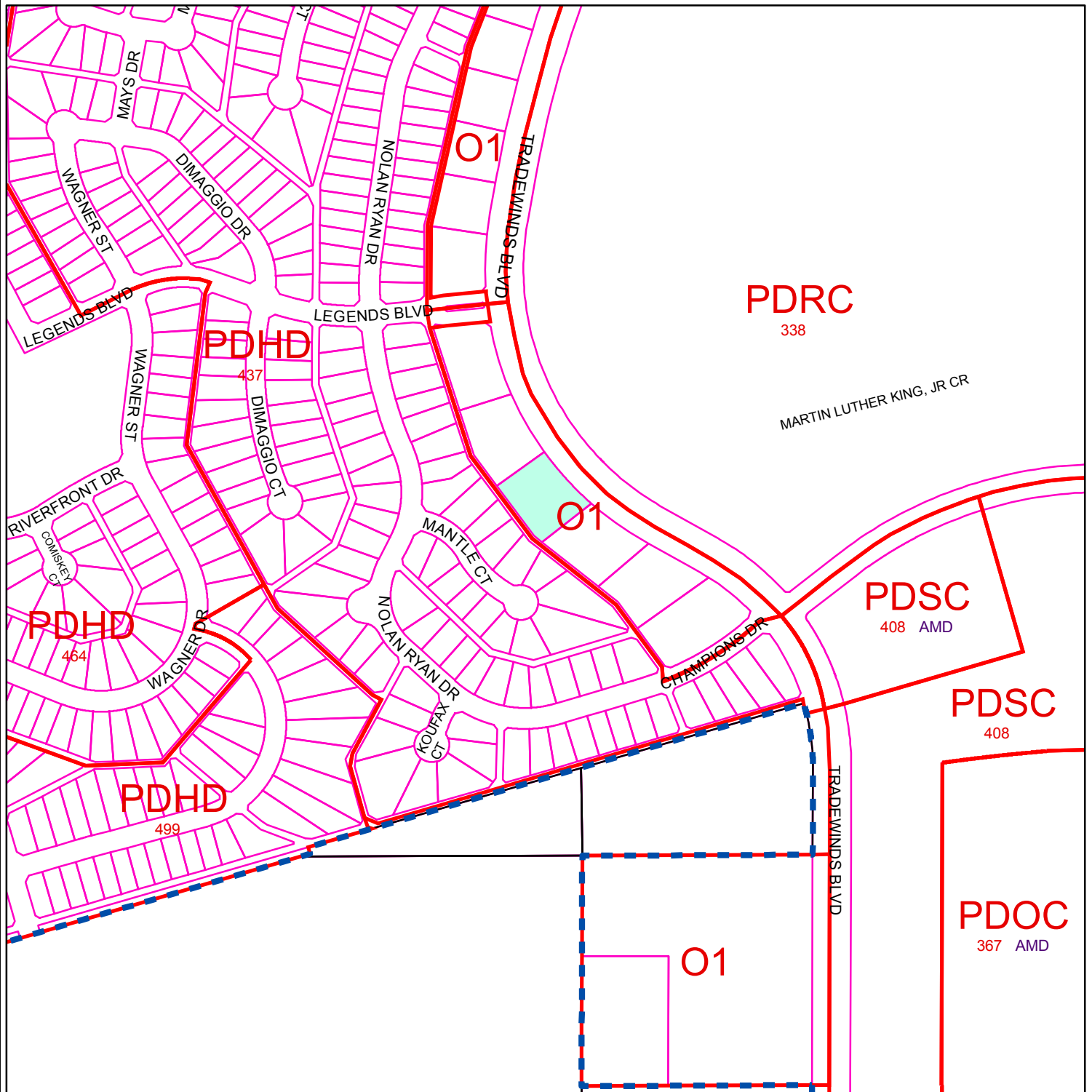
Generally located on the west side of Tradewinds Boulevard, approximately 400 feet south of Legends Boulevard.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA. WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, SITING, OR OTHER DECISIONS, SOLELY ON THE INFORMATION CONTAINED HEREIN.



ZONING MAP

P - 14 - 014

Scale: 1" = 400'

Proposed plat of Westridge Park, Section 29, being a replat of Lot 3 Block 9, Westridge Park Addition, Section 25, City and County of Midland, Texas.

Generally located on the west side of Tradewinds Boulevard, approximately 400 feet south of Legends Boulevard.

LEGEND

Map by KC, 3/6/14

ZONING

CITY LIMITS

CITY PARCELS

COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

© THE CITY OF MIDLAND 2013; THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA. WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, CITING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.





City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: May 20, 2014

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Planning Division Manager

SUBJECT: Consider an ordinance on first reading on a request by James Isbell for a zone change from AE, Agriculture-Estate District to a 44.61-acre tract of PD, Planned District for a Housing Development and a 33.99-acre tract of 1F-2, One-Family Dwelling District. All out of Section 1, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of Soloman Lane, approximately 950 feet east of N. Big Spring Street). –District 1.

Purpose:

Consider a request for a zone change from AE, Agriculture-Estate District to a 44.61-acre tract of PD, Planned District for a Housing Development and a 33.99-acre tract of 1F-2, One-Family Dwelling District.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

There is no cost to the City for processing this application.

Discussion:

The applicant desires to rezone 44.61-acres from AE, Agriculture-Estate District to PD, Planned District for a Housing Development, with the underlining zoning classification of 1F-3, One-Family Dwelling District, and a 33.99-acre tract to 1F-2, One-Family Dwelling, the applicant proposes to build a residential development.

The Planning and Zoning Commission approved this proposed zone change request at its April 14, 2014 meeting. There was one person who raised concern during the public testimony about the concertina fence that is on part of the western boundary of the property.

At the May 6, 2014 City Council voted to defer to give the Mayor time to meet with Mr. Isbell, to determine if the applicant would agree to build a 20' ally along the western property line and build a concrete missionary wall eight feet tall along the western property line along the width of the industrial property approximately 300'.

Attachments: P & Z Report, Site Plan (Exhibit A), Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 44.61-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; BY PERMITTING A 33.99-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A 1F-2, ONE-FAMILY DWELLING DISTRICT; SAID TRACTS BEING OUT OF SECTION 1, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 950 FEET EAST OF NORTH BIG SPRING STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, and a 1F-2, One-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

A 44.61-acre tract of land out of Section 1, Block “X”, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “B”, which is attached hereto and incorporated herein.

Special Conditions and Restrictions:

1. That this planned district shall be subject to the regulations of the 1F-3, One-Family Dwelling District.
2. That the common areas shown on Exhibit “A” shall be developed and maintained in accordance with Exhibit “A”, which is attached hereto and incorporated herein. The Common Area “A” shall contain 10 juniper trees that are 6-feet tall and that are 3 inches in diameter. Said trees shall be irrigated and well maintained. Said trees shall be installed on a 30-foot spacing.

SECTION TWO. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as a 1F-2, One-Family Dwelling District, said property being described as follows:

A 33.99-acre tract of land out of Section 1, Block “X”, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “C”, which is attached hereto and incorporated herein.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

NOTE:

1. COMMON AREA "A" WILL CONTAIN 10 JUNIPER TREES, 6-FOOT TALL AND 3-INCHES DIA.
2. THEY WILL BE IRRIGATED AND WELL MAINTAINED.
3. THEY WILL BE INSTALLED ON A 30-FOOT SPACING.
4. ALL RESIDENTIAL LOTS IN BLOCKS 1 THROUGH 5 WILL HAVE A 15-FOOT FRONT YARD AND A 5-FOOT SIDE YARD SETBACK WITH FRONT REFUSE COLLECTION.
5. ALL REMAINING RESIDENTIAL LOTS WILL HAVE A 20-FOOT FRONT YARD AND A 5-FOOT SIDE YARD SETBACK WITH ALLEY REFUSE COLLECTION.
6. ALL RESIDENTIAL LOTS WEST OF THE PIPELINE WILL CONFORM TO THE 1F-3 BUILDING REQUIREMENTS AND ALL RESIDENTS LOTS EAST OF THE PIPELINE WILL CONFORM TO THE 1F-2 BUILDING REQUIREMENTS.

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.

APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

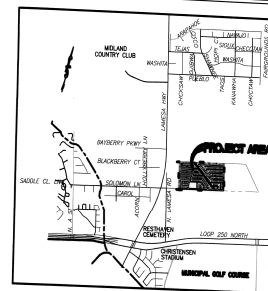
THESE PLANS ARE SUBJECT TO REVIEW
& APPROVAL BY JURISDICTIONAL
ENTITIES



Know what's below.
Call before you dig.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- DENOTES DEED RECORDS, MIDLAND CO., TX
- DENOTES PLAT RECORDS, MIDLAND CO., TX
- DENOTES POINT OF BEGINNING
- DENOTES PROPERTY BOUNDARY
- DENOTES INTERIOR LOT LINE
- DENOTES SURROUNDING PROPERTY
- DENOTES EASEMENT
- DENOTES EXISTING TREES



VICINITY MAP
NOT TO SCALE

BENCHMARK

COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983.

NOTICE TO CONTRACTOR

1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL PROPOSED SIDEWALKS ARE TO BE 5.0' UNLESS NOTED OTHERWISE.

This document is released for the purpose of interim review under the authority of Larry H. Walker, P.E. Texas Lic. # 101315 on 02.25.14, it is not to be used for construction, bidding or permit purposes.

No.	Date	Revision Notes

PAVILION PARK, SECTION 8
MIDLAND, TEXAS

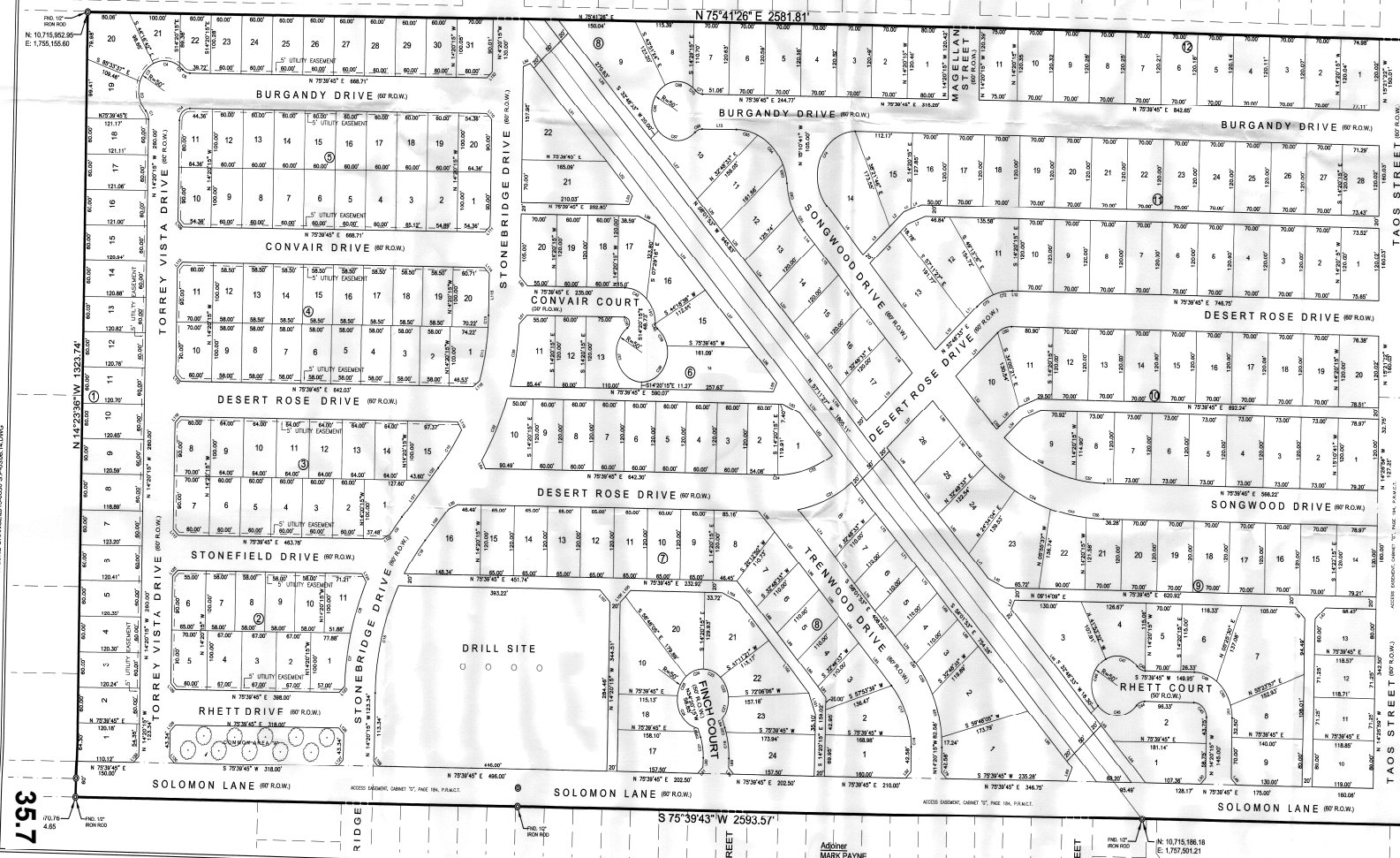
JAMES ISBELL
5400 N. BIG SPRING
MIDLAND, TEXAS
(432)557-0232

SITE PLAN LAYOUT



SCALE 1" = 100'

Project Manager: JSA
Drawn by: BLW
Reviewed by: LHW
Date: 02.25.14
C-1



© COPYRIGHT 2014 BY JAMES ISBELL. ALL RIGHTS RESERVED. T/C: CIVIL DRAWINGS 2014-02-25-14-0001. PLAN-ZONE CHANGES 13-0003. S-02036-14-0002.



110 W. Louisiana Ave. • Suite 110 • Midland, Texas 79701
O: 432.682.0588 F: 432.687.0868 Registration: Firm 2184

January 20, 2014

FIELD NOTES OF A 78.47 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at a set ½-inch iron rod (N=10,714,670.76, E= 1,755,484.65) with cap marked "WEST CO. MIDLAND" for the Southwest corner this tract located in Section 1, Block "X", H. P. Hilliard Survey, Midland County, Texas, from which the Northwest corner of said Section 1 bears S75°39'43"W. 729.49 feet and N15°05'30"W, 2649.92 feet;

THENCE N14°23'36"W, 1323.74 feet to a set ½-inch iron rod (N=10,715,952.95, E=1,755,155.60) with a cap marked "WEST CO. MIDLAND" in the Southern Boundary of Pavilion Park Addition, Section 2 as recorded in Cabinet "D", Page 367, Midland County Plat Records for the Northwest corner this tract;

THENCE N75°41'26"E, along the Southern boundary of said Pavilion Park Addition, Section 2, 2581.81 feet to a set ½-inch iron rod with cap marked "WEST CO. MIDLAND" for the Northeast corner this tract;

THENCE S15°21'22"E, 662.53 feet to a set ½-inch iron rod with cap marked "WEST CO. MIDLAND" for a corner this tract;

THENCE S14°26'59"E, along the Eastern boundary of a 10-acre Midland Independent School District tract as recorded in Volume 848, Page 367 Midland County Deed Records, 660.00 feet to a set ½-inch iron rod marked "WEST CO. MIDLAND" in the Southern boundary of proposed Solomon Lane for the Southeast corner this tract;

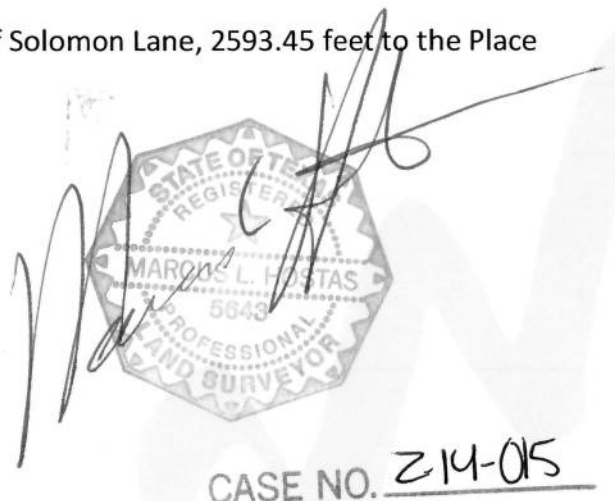
THENCE S75°39'45"W, along the Southern boundary of Solomon Lane, 2593.45 feet to the Place of Beginning and containing 78.47 acres of land.

PAVILION PARK ADDITION, SECTION 8

James M. Isbell

Job No. 2013-0630

MAR 10 2014





110 W. Louisiana Ave. • Suite 110 • Midland, Texas 79701
O: 432.682.0588 F: 432.687.0868 Registration: Firm 2184

January 20, 2014

FIELD NOTES OF A 44.61 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at a set ½-inch iron rod (N=10,714,670.76, E= 1,755,484.65) with cap marked "WEST CO. MIDLAND" for the Southwest corner this tract located in Section 1, Block "X", H. P. Hilliard Survey, Midland County, Texas, from which the Northwest corner of said Section 1 bears S75°39'43"W. 729.49 feet and N15°05'30"W, 2649.92 feet;

THENCE N14°23'36"W, 1323.74 feet to a set ½-inch iron rod (N=10,715,952.95, E=1,755,155.60) with a cap marked "WEST CO. MIDLAND" in the Southern Boundary of Pavilion Park Addition, Section 2 as recorded in Cabinet "D", Page 367, Midland County Plat Records for the Northwest corner this tract;

THENCE N75°41'26"E, along the Southern boundary of said Pavilion Park Addition, Section 2, 854.98 feet to a set ½-inch iron rod with cap marked "WEST CO. MIDLAND" in the center of a 50-foot ARCO Pipeline Easement, Vol. 48, Page 583 MCDR, for the Northeast corner this tract;

THENCE S57°11'27"E, along centerline of said easement 1805.11 feet to a set ½-inch iron rod with cap marked "WEST CO. MIDLAND" in the Southern boundary of proposed Solomon Lane for the Southeast corner this tract;

THENCE S75°39'45"W, along the Southern boundary of Solomon Lane, 2081.39 feet to the Place of Beginning and containing 44.61 acres of land.

PAVILION PARK ADDITION, SECTION 8

PD-1F3 ZONING

James M. Isbell

Job No. 2013-0630

MAR 10 2014



CASE NO. 2-14-015



110 W. Louisiana Ave. • Suite 110 • Midland, Texas 79701
O: 432.682.0588 F: 432.687.0868 Registration: Firm 2184

January 20, 2014

FIELD NOTES OF A 33.99 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at a set ½-inch iron rod (N=10,715,186.22, E= 1,757,501.16) with cap marked "WEST CO. MIDLAND" for the Southwest corner this tract located in Section 1, Block "X", H. P. Hilliard Survey, Midland County, Texas, from which the Northwest corner of said Section 1 bears S75°39'43"W. 2810.88 feet and N15°05'30"W, 2649.92 feet;

THENCE N57°11'27"W, 1805.11 feet to a set ½-inch iron rod with a cap marked "WEST CO. MIDLAND" in the Southern Boundary of Pavilion Park Addition, Section 2 as recorded in Cabinet "D", Page 367, Midland County Plat Records for the Northwest corner this tract;

THENCE N75°41'26"E, along the Southern boundary of said Pavilion Park Addition, Section 2, 1726.83 feet to a set ½-inch iron rod with cap marked "WEST CO. MIDLAND", for the Northeast corner this tract;

THENCE S15°21'22"E, 662.53 feet to a found ½-inch iron for a corner this tract;

THENCE S14°26'59"E, along the Eastern boundary of a 10-acre Midland Independent School District tract as recorded in Volume 848, Page 367 Midland County Deed Records, 660.00 feet to a found ½-inch iron in the Southern boundary of proposed Solomon Lane for the Southeast corner this tract;

THENCE S75°39'45"W, along the Southern boundary of Solomon Lane, 512.20 feet to the Place of Beginning and containing 33.99 acres of land.

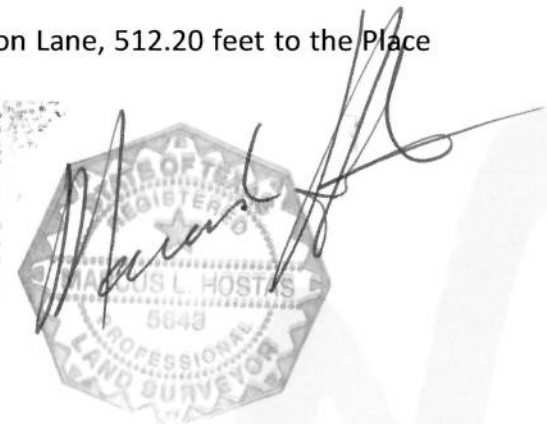
PAVILION PARK ADDITION, SECTION 8

1F-2 ZONING

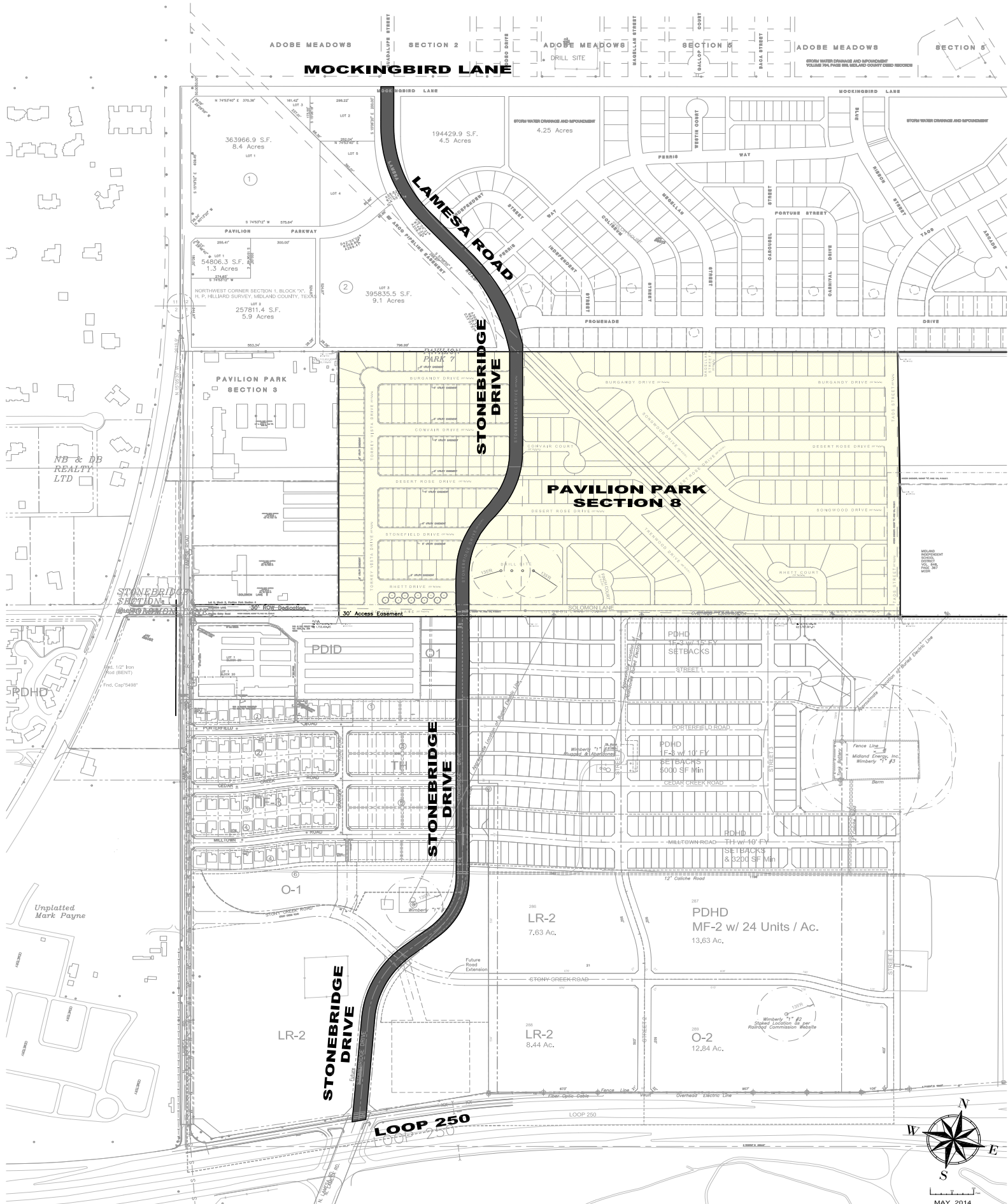
James M. Isbell

Job No. 2013-0630

MAR 10 2014



CASE NO. 2-14-015



STONEBRIDGE / LAMESA ROAD

FROM LOOP 250 TO MOCKINGBIRD LANE

PLANNING AND ZONING COMMISSION

April 14, 2014

CASE: Z-14-015, James Isbell.

REQUEST: Hold a public hearing and consider a request for a zone change from AE, Agriculture-Estate District to PD, Planned District for Housing Development and 1F-2, One-Family Dwelling District.

APPLICANT/OWNER: James Isbell.

REPRESENTATIVE: West Company of Midland

LEGAL DESCRIPTION: A 44.61-acre tract of PD, Planned District for a Housing Development, and a 33.99-acre tract of 1F-2, One-Family Dwelling District, all out of Section 1, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of Solomon Lane, approximately 950 feet east of N. Big Spring Street.

CURRENT ZONING: AE, Agricultural-Estate District.

DETAILS OF REQUEST:

1. The applicant desires to rezone 44.61-acres from AE, Agriculture-Estate District to PD, Planned District for Housing Development District, with the underlining zoning classification of 1F-3, One-Family Dwelling District, and a 33.99-acre tract to 1F-2, One-Family Dwelling. The applicant proposes to build a residential development.

SURROUNDING ZONING AND LAND USE:

2. The land to the north of the property is zoned PD, Planned District for a Housing Development and 1F-3, One-Family Dwelling District. The land to the east and south is zoned AE, Agriculture-Estate District. The land to the west is zoned PD, Planned District for an Industrial District.

ANALYSIS:

3. This proposed zone change is consistent with the overall development pattern in the area. Residential development is occurring in this sector of the city. This request is consistent with the Comprehensive Plan.

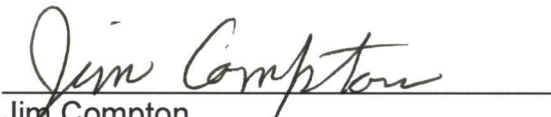
STAFF RECOMMENATION

Staff recommends approval of AE, Agriculture-Estate District to 1F-2, One-Family Dwelling District. We also recommend approval from AE, Agriculture-Estate District to PD, Planned District for Housing Development, with the underling zoning classification of 1F-3, One-Family Dwelling District, subject to the following conditions:

1. 1F-3 zoning regulations are followed in the PD, Planned District.
2. The common areas shown on Exhibit A shall be developed in accordance to the diagram and notes on said exhibit.



Robert Baronti, AICP
Senior Planner
Department of Development Services



Jim Compton
Planning Division Manager
Department of Development Services

Attachments:

Application
Maps
Meets and Bounds Description

Case Number: Z-14-015

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

RECEIVED
MAR 10 2014
CITY OF MIDLAND
PLANNING DIVISION

James Isbell 557-0232
Applicant Name (Phone/e-mail)
P.O. Box 51172 Midland, Texas 79710
Address Zip Code

Property Owner Name (Phone/e-mail)
Address Zip Code

West Company of Midland 687-0865
Representative Name (Phone/e-mail)
110 W. Louisiana, Suite 110 Midland, Texas 79701
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately.

PRESENT ZONE: AE REQUESTED ZONE: PH-1F-3 and 1F-2
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Residential Development

Present Use of Property: Vacant

Proposed Use of Property: Residential Development

How will zone change affect the public health, safety and welfare? The changes should not have any adverse effects on public health, safety or welfare.

Describe how conditions affecting the property have changed since present zoning designation:
Original Development

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan:

Site Plan in digital format .pdf and .jpg:

X
Will Email

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Max W. Richardson who, being by me duly sworn, upon oath says: That (s)he is authorized by James Isbell, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Max W. Richardson

Authorized Agent (signature)

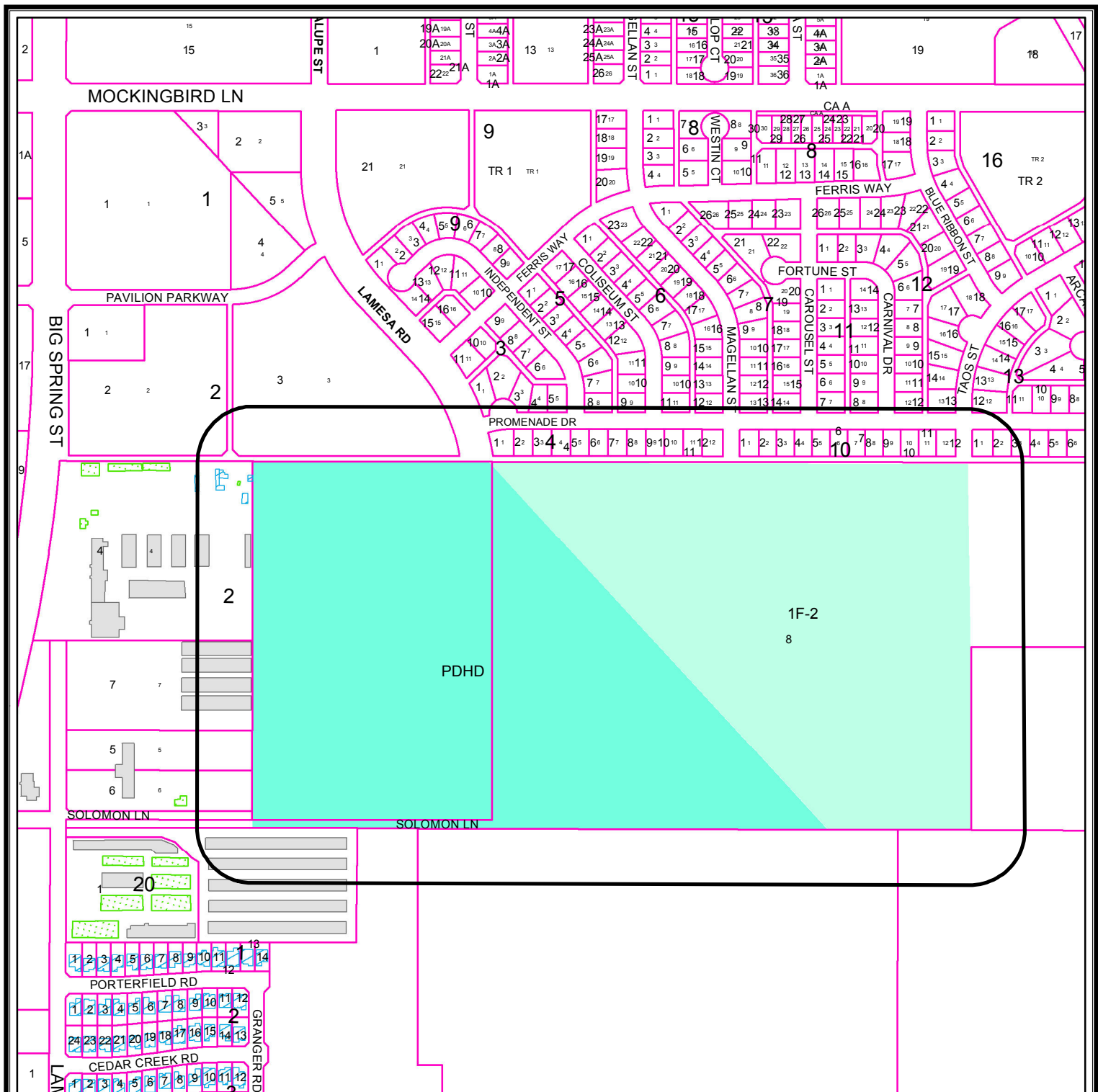
Subscribed and sworn to before me, this 21 day of January, 20 14, to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>BIS</u>	Date: <u>3-10-14</u>
Assigned: <u>BD</u>	
For: <u>P+2</u>	On: <u>4/14/14</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 14 - 015

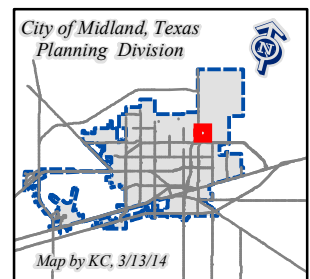
Scale: 1" = 500'

Consider a request for a zone change from AE, Agriculture-Estate District, to a 44.61-acre tract of PD, Planned District for a Housing Development, and a 33.99-acre tract of 1F-2, Single-Family Dwelling District, all out of Section 1, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas.

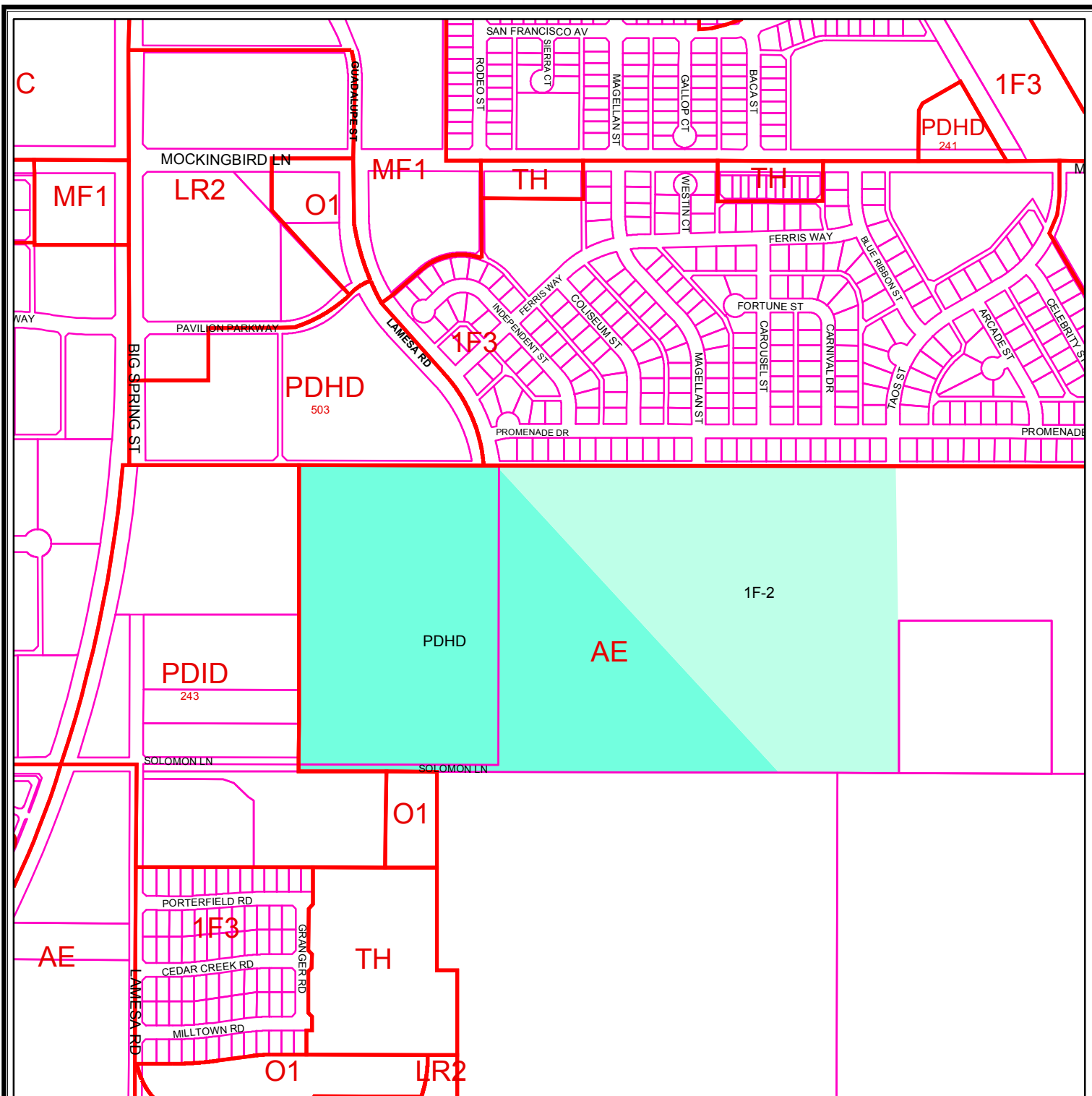
Generally located on the north side of Solomon Lane, approximately 950 feet east of N. Big Spring Street.
(Council District — 1)

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 14 - 015

Scale: 1" = 600'

Consider a request for a zone change from AE, Agriculture-Estate District, to a 44.61-acre tract of PD, Planned District for a Housing Development, and a 33.99-acre tract of 1F-2, Single-Family Dwelling District, all out of Section 1, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located on the north side of Solomon Lane, approximately 950 feet east of N. Big Spring Street.
(Council District - 1)

LEGEND

ZONING PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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MIDLAND
City Attorney's Office
City of Midland
Office Memorandum

DATE: May 14, 2014

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, First Assistant City Attorney
Stephen Gates, Assistant City Attorney

SUBJECT: A Proposed Ordinance Amending Title V, "Business Regulations" of the City Code of Midland, Texas, by Establishing Chapter 11, "Credit Access Businesses" so as to Regulate Credit Access Businesses within the City

The proposed ordinance, previously discussed on April 22, 2014, will establish a program to register and regulate credit access businesses. A credit access business ("CAB") is a credit services organization that obtains for consumers or assists consumers in obtaining extensions of consumer credit in the form of deferred presentment transactions or motor vehicle title loans. This ordinance will allow City officials to monitor CABs in an effort to reduce abusive and predatory lending practices.

Article 16, Section 11 of the Texas Constitution grants the State Legislature the authority to define interest and fix maximum interest rates, and in the absence of such legislation, deems usurious contracts for interest rates greater than 10%. Though this memo will speak generally of CABs as "lenders," a CAB does not actually lend money. Rather, a CAB operates within a loophole of the Finance Code, acting as a broker who obtains and guarantees a loan from a financial institution that is within constitutional and statutory limits, and passes the cash along to the consumer for an often exorbitant fee. Thus, the fee that a CAB charges is not "interest" that is subject to a statutory or constitutional limit.

Chapter 393 of the Texas Finance Code governs credit access businesses. Section 393.622(c) of the Finance Code expressly states that the Finance Commission and the Office of Consumer Credit Commissioner are *not* granted authority to establish a limit on the fees charged by CABs.

The Legislature did not expressly or with unmistakable clarity preempt regulation by home-rule cities of areas in which Chapter 393 is silent. The proposed ordinance concerns areas in which Chapter 393 is silent; however, it should be noted that a number of cities which have

enacted similar ordinances are involved in litigation concerning whether the ordinances may be enforced.

To whom will the proposed ordinance apply?

The ordinance will apply to CABs and the employees, servants, and agents of CABs.

Who will enforce the proposed ordinance?

Beginning on September 1, 2014, the provisions of the proposed ordinance will be enforced by the Director of Development Services or his designee, the Code Administration Division, and peace officers of the Police Department.

What constitutes an offense under the proposed ordinance?

Each separate violation of a provision of the proposed ordinance will be a separate offense punishable by a fine of up to \$500.00. Each day that the violation exists will be a separate offense. The City will not have to allege or prove a culpable mental state (i.e., that the defendant acted intentionally, knowingly, recklessly, or with criminal negligence) in order to prove its case in Municipal Court.

What will a CAB be required to do in order to operate?

The proposed ordinance will require the operator of a CAB to obtain a certificate of registration for each physically separate CAB establishment. The proposed ordinance sets out the application requirements, including a requirement that the applicant hold a valid state license to operate as a CAB. The applicant will be required to pay a fee of \$25.00. This fee is equal to or less than the cost of processing the application and regulating the CAB for one year.

A certificate of registration will be valid for one year or until revocation, suspension, termination, etc. of the registrant's state license to operate a CAB, whichever comes first.

How will a consumer know that a CAB has registered with the City?

The proposed ordinance will require a CAB to conspicuously display the certificate of registration to the public in the business.

What recordkeeping requirements will be imposed?

The proposed ordinance sets out the following records that a credit access business must maintain:

- A complete set of records for each loan that is made including:
 - The name and address of the consumer;
 - The principal amount of the loan;
 - The length of the loan, including the number of installments and renewals;
 - The fees charged by the CAB; and
 - The documentation used to establish the consumer's income.
- A copy of each written agreement between the CAB and a consumer.

- A copy of each quarterly report filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code.

A CAB will have to maintain these records for at least three years, and the records will be subject to inspection by those who enforce this ordinance.

What lending rules will be imposed?

The proposed ordinance sets out the following lending rules:

- A CAB will have to use a paycheck or other documentation to determine the consumer's income.
- Cash advanced under a deferred payment transaction will be limited to 20% of the consumer's monthly income.
- Cash advanced under a motor vehicle title loan will be limited to the lesser of 3% of the consumer's gross annual income or 70% of the retail value of the motor vehicle.
- A loan payable in installments will be limited to four installments, and the proceeds from each installment payment will have to be applied to at least 25% of the principal.
- A CAB will be prohibited from renewing or refinancing a loan that is payable in installments.
- A CAB will be prohibited from refinancing or renewing more than three times a loan that provides for a single lump sum repayment.
- The proceeds from each refinancing or renewal payment will have to be applied to at least 25% of the principal.

How will the proposed ordinance assist a consumer who does not understand English, cannot read, or lacks financial knowledge?

A CAB will be required to write the loan agreement in the language that the consumer understands best. If the consumer cannot read, then the agreement and all disclosures and notices required by law will have to be read aloud to the consumer in the language that the consumer understands best. Additionally, a CAB will be required to provide a form prescribed by the Director of Development Services or his designee to the consumer identifying agencies that provide financial education, training programs, and cash assistance programs.

Will there be any restrictions on where a CAB may operate?

The proposed ordinance will prohibit a CAB from operating on a lot that is less than 1,000 feet from another lot on which a CAB operates, as measured in a straight line between the nearest points of one lot to the other lot.

Does the proposed ordinance provide a way to appeal a denial of a certificate, the application of a rule, etc.?

The proposed ordinance will provide an appeal procedure allowing a person who wishes to contest any disapproval, conditional approval, or interpretation or application of any rule, standard, regulation, determination or requirement to have a hearing before the City Manager.

This procedure will not apply to the decision of a Municipal Court judge or jury. The procedure for a Municipal Court appeal involving this ordinance will be the same as the procedure for all other criminal appeals from Municipal Court.

What has been done to ensure that enforcement of the proposed ordinance will be fair to those who are subject to its rules?

The proposed ordinance will provide affirmative defenses to ensure fairness to those against whom the rules are enforced.

It will be an affirmative defense that at the time of the alleged offense, the alleged CAB was not required to hold a state license as a CAB under Chapter 393 of the Finance Code.

It will also be an affirmative defense that the alleged offense arose from a loan contract that existed prior to September 1, 2014.

Finally, it will be an affirmative defense to prosecution of a violation of the 1,000 feet rule that (1) the defendant has continually operated a CAB on the lot since before September 1, 2014, or (2) the defendant has continually operated a CAB on the lot since before the other CAB was operated on the lot located less than 1,000 feet away from the defendant's lot. The "continually" language means that if, on or after September 1, 2014, a CAB ceases operation and later restarts operation, it *will* lose the first affirmative defense, and it *may* lose the second affirmative defense depending on whether it restarted operation before or after the other CAB began operating on another lot less than 1,000 feet away.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE V, “BUSINESS REGULATIONS”, OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING CHAPTER 11, “CREDIT ACCESS BUSINESSES”, SO AS TO ESTABLISH A PROGRAM TO REGISTER AND REGULATE CREDIT ACCESS BUSINESSES WITHIN THE CITY OF MIDLAND; THESE CREDIT ACCESS BUSINESSES ARE COMMONLY KNOWN AS “CASH ADVANCE LENDERS”, “PAYDAY LENDERS”, AND “AUTO TITLE LENDERS”; PROVIDING FOR A FEE OF TWENTY-FIVE DOLLARS (\$25.00); PROVIDING FOR ENFORCEMENT BEGINNING ON SEPTEMBER 1, 2014; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS (\$500.00); SETTING FORTH AN APPEAL PROCEDURE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE; AND THE CITY COUNCIL FINDS IT TO BE IN THE PUBLIC INTEREST TO MAKE CERTAIN AMENDMENTS TO THE MIDLAND CITY CODE SO AS TO REGULATE CREDIT ACCESS BUSINESSES IN AREAS WHERE CHAPTER 393 OF THE TEXAS FINANCE CODE IS SILENT OR DOES NOT PREEMPT SUCH REGULATIONS

WHEREAS, certain credit access businesses, commonly known as “cash advance lenders,” “payday lenders,” and “auto title lenders,” engage in abusive and predatory lending practices, offering easy money with onerous terms and fees to those members of our community who are experiencing financial hardships; and

WHEREAS, the practices of certain credit access businesses cause members of our community to become trapped in a cycle of short-term, high-interest or high-fee loans resulting in large debt and huge payments; and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why* (July 2012) (http://www.pewstates.org/uploadedFiles/PCS_Assets/2012/Pew_Payday_Lending_Report.pdf), wrote that “payday loans are sold as two-week credit products that provide fast cash, but borrowers are actually indebted for an average of five months per year.” The report

further noted that “on average, a borrower takes out eight loans of \$375 each per year and spends \$520 on interest[;]” and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why* (July 2012), also noted: “How much borrowers spend on loans depends heavily on the fees permitted by their state. The same \$500 storefront loan would generally cost about \$55 in Florida, \$75 in Nebraska, \$87.50 in Alabama, and \$100 in Texas, even if it were provided by the same national company in all those states. Previous research has found that lenders tend to charge the maximum permitted in a state[;]” and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why* (July 2012), also stated that “the vast majority of borrowers use the loans on a long-term basis, not a temporary one. Thus, it seems that the payday loan industry is selling a product few people use as designed and that imposes debt that is consistently more costly and longer lasting than advertised[;]” and

WHEREAS, the Community Financial Services Association of America (CFSA), a national trade association for companies that offer small dollar, short-term loans or payday advances includes the following in the “Member Best Practices” listed on its Internet site (<http://cfsaa.com/cfsa-member-best-practices.aspx>): “Members shall not allow customers to rollover a payday advance (the extension of an outstanding advance by payment of only a fee) unless expressly authorized by state law, but in such cases where authorized will limit rollovers to four or the state limit, whichever is less.” The need for consumer understanding was also outlined on this website: “A contract between a member and the customer must fully outline the terms of the payday advance transaction. Members agree to disclose the cost of the service fee both as a dollar amount and as an annual percentage rate (“APR”)[;]” and

WHEREAS, the Center for Responsible Lending, a non-profit, non-partisan organization, states on its Internet site (<http://www.responsiblelending.org/other-consumer-loans/car-title-loans/tools-resources/fast-facts.html>), “Car title loans are

based on the value of a borrower's car – the ability to repay the loan is not a factor in the lending decision. [. . .] Loan rates for car title are typically 20-30 times that of rates charged by credit card issuers. [. . .] The average car title customer renews their loan 8 times. On a \$500 title loan, this average customer will pay back \$650 in interest over eight months; the principal borrowed will be in addition[;]" and

WHEREAS, certain credit access businesses hold onto motor vehicle titles, and when a borrower cannot continue to pay the fees, the borrower can lose his or her vehicle, which can drastically affect the borrower's means of transportation for work and other essential household functions; and

WHEREAS, a fee of \$25.00 is equal to or less than the cost to the City of processing a registration application and regulating a credit access business for one year; and

WHEREAS, Chapter 393 of the Texas Finance Code regulates credit access businesses but does not with unmistakable clarity preempt supplementary regulation of credit access businesses by home-rule cities; 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 regulate credit access businesses in areas where Chapter 393 of the Texas Finance Code is silent or does not preempt such regulation;

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

SECTION ONE. That the Midland City Code Title V, "Business Regulations", shall be amended by adding Chapter 11, "Credit Access Businesses", which shall read as follows:

5-11-1. PURPOSE.

The purpose of this Chapter is to protect the welfare of the citizens of the City of Midland by monitoring credit access businesses in an effort to reduce abusive and predatory lending practices. To this end, this Chapter establishes a registration program for credit access businesses, imposes restrictions on extensions of consumer

credit made by credit access businesses, and imposes record keeping requirements on credit access businesses.

5-11-2. DEFINITIONS.

As used in this Chapter:

(a) *Certificate of registration* means a certificate of registration issued by the Director under this Chapter to person who acts, operates, or conducts business as a credit access business.

(b) *City* means the City of Midland, Texas.

(c) *Consumer* means an individual who is solicited to purchase or who purchases the services of a credit access business.

(d) *Consumer's language of preference* means the language the consumer understands best.

(e) *Credit access business* has the meaning given that term in Section 393.601 of the Texas Finance Code.

(f) *Deferred presentment transaction* has the meaning given that term in Section 393.601 of the Texas Finance Code.

(g) *Director* means the City of Midland Director of Development Services or his or her designee.

(h) *Extension of consumer credit* has the meaning given that term in Section 393.001 of the Texas Finance Code.

(i) *Motor vehicle title loan* has the meaning given that term in Section 393.601 of the Texas Finance Code.

(j) *Municipal Court* means the City of Midland Municipal Court.

(k) *Person* means an individual, corporation, organization, partnership, association, financial institution, or any other legal entity.

(l) *Registrant* means a person to whom a certificate of registration for a credit access business was issued under this Chapter and includes all owners and operators of the

credit access business identified in the registration application filed under this Chapter.

(m) *State license* means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code.

5-11-3. ENFORCEMENT; OFFENSE AND PENALTY; CULPABLE MENTAL STATE NOT REQUIRED; JUDICIAL NOTICE.

(a) The Director, officers of the City of Midland Code Administration Division, and peace officers of the City of Midland Police Department are authorized to enforce the provisions of this Chapter beginning on September 1, 2014.

(b) 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.

(c) 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 under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(d) The Municipal Court upon its own motion may, or upon the motion of a party shall, take judicial notice of:

- (1) This Chapter;
- (2) Chapter 393 of the Texas Finance Code;
- (3) All records of the City of Midland, Texas;
- (4) All records of Midland County, Texas; and
- (5) All records of the Midland Central Appraisal District.

(e) The criminal penalty in this Section shall be in addition to any other remedies that the City may have under City ordinance and/or state law.

5-11-4. AFFIRMATIVE DEFENSES.

It is an affirmative defense to prosecution under this Chapter that:

(a) At the time of the alleged offense, the defendant, or the person for whom the defendant was acting as an employee, servant, or agent, was not required to hold a state license as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code;

(b) The alleged offense arose from an agreement for an extension of consumer credit that existed prior to September 1, 2014, and did not arise from a renewal or refinancing that was provided on or after September 1, 2014;

(c) The alleged offense arose from a violation of Section 5-11-14(a) and:

(1) The defendant has continually acted, operated, or conducted business as a credit access business on the lot since before September 1, 2014; or

(2) The defendant has continually acted, operated, or conducted business as a credit access business on the lot since before the other credit access business was operated on another lot located less than 1,000 feet away from the defendant's lot, as measured in a straight line between the nearest points of one lot to the other lot.

5-11-5. REGISTRATION REQUIRED.

(a) A person shall not act, operate, or conduct business as a credit access business unless the person holds a valid certificate of registration.

(b) A person who acts, operates, or conducts business as a credit access business shall hold a separate certificate of registration for each physically separate credit access business establishment.

5-11-6. REGISTRATION APPLICATION; NOTIFICATION OF CHANGES REQUIRED.

(a) To obtain a certificate of registration for a credit access business, a person shall submit to the Director an application on a form provided by the Director for that purpose. The application shall contain the following:

- (1) The name, street address, mailing address, facsimile number, and telephone number of the applicant;
- (2) The business or trade name, street address, mailing address, facsimile number, telephone number of the credit access business, and the date on which the credit access business began operating, or expects to begin operating, at the specified street address;
- (3) A statement from the applicant as to whether the lot on which the business is located, or will be located, is less than 1,000 feet from another lot on which a credit access business is operated, as measured in a straight line between the nearest points of one lot to the other lot;
- (4) A certified copy of the plat containing the lot on which the business will be operated and the plat or plats containing all lots within 1,000 feet of that lot;
- (5) The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit access business and others with a financial interest in the credit access business, and the nature and extent of each person's interest in the credit access business;
- (6) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code;
- (7) A copy of a current, valid certificate of occupancy showing that the credit access business establishment is in compliance with the City of Midland Municipal Code; and
- (8) A fee of \$25.00 which is reasonably related to the cost of processing the application materials and enforcing the provisions of this Chapter.

(b) An applicant or registrant shall notify the Director in writing within 45 days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address and any change in the status of the state license held by the applicant or registrant.

**5-11-7. ISSUANCE AND DISPLAY OF CERTIFICATE OF REGISTRATION;
PRESENTMENT REQUIRED UPON REQUEST; NO PROPERTY RIGHT CREATED.**

(a) Upon receiving a completed application and fee under Section 5-11-6(a) and determining that the application does not indicate that the proposed credit access business will be operated in violation of the provisions of this Chapter, the Director shall issue to the applicant a certificate of registration.

(b) If the Director denies the applicant a certificate of registration for any reason, the Director shall provide the applicant with written notice of the applicant's right to appeal under Section 5-11-15. Any person who has been denied certificate of registration may apply again for a certificate of registration regardless of whether the person appealed the denial or the outcome of such appeal.

(c) A registrant shall conspicuously display to the public in the credit access business establishment a certificate of registration issued under this Section, notify all of the registrant's employees, servants, and agents of the location of the certificate of registration, and allow the registrant's employees, servants, and agents to access the certificate of registration upon an order from the Director, an officer of the City of Midland Code Administration Division, or a peace officer of the City of Midland Police Department to produce the certificate of registration for inspection.

(d) Upon an order from the Director, an officer of the City of Midland Code Administration Division, or a peace officer of the City of Midland Police Department to produce a certificate of registration during the usual and customary business hours of the credit access business, a registrant or an employee, servant, or agent of the

registrant shall produce the certificate of registration issued under this Section for inspection.

(e) A certificate of registration does not create a property interest or a vested right in the registrant. This Section creates no property interest or right of entitlement of any kind.

5-11-8. EXPIRATION AND RENEWAL OF CERTIFICATE OF REGISTRATION.

(a) A certificate of registration shall expire on the earliest of:

(1) One year after the date of issuance; or

(2) The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.

(b) A certificate of registration may be renewed by making application in accordance with Section 5-11-6. A registrant who seeks renewal of a certificate of registration shall apply for renewal at least 30 days before the expiration of the certificate of registration.

5-11-9. TRANSFER OF CERTIFICATE OF REGISTRATION PROHIBITED.

(a) A registrant shall not transfer or assign a certificate of registration to another person or otherwise allow another person to act, operate, or conduct business as a credit access business using the registrant's certificate of registration.

(b) A person shall not act, operate, or conduct business as a credit access business using a certificate of registration unless the person is a registrant associated with the certificate of registration.

5-11-10. MAINTENANCE OF RECORDS.

A person who acts, operates, or conducts business as a credit access business and the employees, servants, and agents of such person shall:

(a) Maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which shall include the following information:

- (1) The name and address of the consumer;
- (2) The principal amount of cash actually advanced;
- (3) The length of the extension of consumer credit, including the number of installments and renewals;
- (4) The fees charged by the credit access business to arrange or obtain the extension of consumer credit; and
- (5) The documentation used to establish the consumer's income under Section 5-11-11;

(b) Maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of consumer credit, including, but not limited to, any refinancing or renewal granted to the consumer;

(c) Maintain a copy of each quarterly report filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code; and

(d) Maintain all records under this Section for at least three years and, upon an order from the Director, an officer of the City of Midland Code Administration Division, or a peace officer of the City of Midland Police Department to produce a record or records during the usual and customary business hours of the credit access business, shall produce the record or records for inspection.

5-11-11. RESTRICTIONS ON EXTENSION OF CONSUMER CREDIT.

(a) A person who acts, operates, or conducts business as a credit access business and the employees, servants, and agents of such person:

- (1) Shall determine a consumer's income by using the following documentation establishing income:

(A) A payroll document identifying the consumer's wages for a payroll period;

(B) A paycheck or pay stub issued to the consumer;

(C) An account statement issued by a bank or credit union to the consumer;

(D) A report from a nationally or regionally recognized credit and data reporting company that identifies the consumer's income;

(E) An Internal Revenue Service Form W-2 for the preceding year issued to the consumer;

(F) The consumer's income tax return for the preceding tax year; or

(G) A signed letter from the consumer's employer at the time the extension of consumer credit is sought identifying the length of the employer's payroll period and the total wages that the employer pays, or reasonably expects to pay, to the consumer per payroll period;

(2) Shall not obtain for a consumer or assist a consumer in obtaining cash advanced under an extension of consumer credit in the form of a deferred presentment transaction that exceeds 20 percent of the consumer's gross monthly income;

(3) Shall not obtain for a consumer or assist a consumer in obtaining cash advanced under an extension of consumer credit in the form of a motor vehicle title loan that exceeds the lesser of:

(A) Three percent of the consumer's gross annual income; or

(B) 70 percent of the retail value of the motor vehicle.

(4) Shall not obtain for a consumer or assist a consumer in obtaining an extension of consumer credit that provides for repayment in installments that is payable in more than four installments, and:

(A) Shall use the proceeds from each installment to repay at least 25 percent of the principal amount of the extension of consumer credit; and

(B) Shall not provide or assist in providing refinancing or renewal of the extension of consumer credit payable in installments; and

(5) Shall not provide or assist in providing refinancing or renewal more than three times of an extension of consumer credit that provides for a single lump sum repayment, and shall use the proceeds from each refinancing or renewal to repay at least 25 percent of the principal amount of the original extension of consumer credit.

(b) For purposes of this Section, an extension of consumer credit that is made to a consumer within seven days after a previous extension of consumer credit has been paid by the consumer shall constitute a refinancing or renewal.

5-11-12. REQUIREMENT OF CONSUMER UNDERSTANDING OF AGREEMENT.

A person who acts, operates, or conducts business as a credit access business and the employees, servants, and agents of such person:

(a) Shall not enter into an agreement with a consumer for an extension of consumer credit, including, but not limited to any refinancing or renewal granted to a consumer, unless said agreement is written in the consumer's language of preference;

(b) Shall maintain on the credit access business' premises, and make available for use by consumers, agreements written in the English and Spanish languages;

(c) Shall, for each consumer who cannot read, read aloud to the consumer in its entirety in the consumer's language of preference each agreement between the credit access business and the consumer evidencing an extension of consumer credit, including, but not limited to, any refinancing or renewal granted to the consumer, prior to the consumer signing the agreement; and

(d) Shall, for each consumer who cannot read, read aloud to the consumer in its entirety in the consumer's language of preference each disclosure and notice required by law to be provided to the consumer, prior to the consumer signing the agreement.

5-11-13. REFERRAL TO CONSUMER CREDIT COUNSELING.

(a) A person who acts, operates, or conducts business as a credit access business or an employee, servant, or agent of such person shall provide to each consumer a form, to be prescribed by the Director, which identifies non-profit agencies that provide financial education and training programs and agencies with cash assistance programs, and contains information regarding extensions of consumer credit and the information required by 5-11-10(a)(1)-(5) of this ordinance specific to the loan agreement with the consumer.

(b) If the Director has prescribed a form in the consumer's language of preference, a person who acts, operates, or conducts business as a credit access business or an employee, servant, or agent of such person shall provide the form to the consumer in the consumer's language of preference.

(c) If the Director has not prescribed a form in the consumer's language of preference, or if the consumer cannot read, a person who acts, operates, or conducts business as a credit access business or an employee, servant, or agent of such person shall read aloud to the consumer in its entirety in the consumer's language of preference the form prescribed by the Director.

5-11-14. LOCATION OF CREDIT ACCESS BUSINESSES.

(a) A person shall not act, operate, or conduct business as a credit access business on a lot that is located less than 1,000 feet from another lot on which a credit access business is operated, as measured in a straight line between the nearest points of one lot to the other lot.

(b) The Director shall not issue a certificate of registration to an applicant if the application indicates that the credit access business will be operated on a lot that is located less than 1,000 feet from another lot on which a credit access business is operated, as measured in a straight line between the nearest points of one lot to the other lot, unless:

- (1) The applicant has continually acted, operated, or conducted business as a credit access business on the lot since before September 1, 2014; or
- (2) The applicant has continually acted, operated, or conducted business as a credit access business on the lot since before the other credit access business was operated on another lot that is located less than 1,000 feet away from the applicant's lot, as measured in a straight line between the nearest points of one lot to the other lot.

5-11-15. APPEAL.

- (a) Any person contesting any disapproval, conditional approval, or interpretation or application of any rule, standard, regulation, determination or requirement set forth in this Chapter directly or by delegation of authority shall have the right to appeal by submitting to the City Manager a written request for a hearing setting forth fully the grounds for the appeal within 14 days of the action that the person wishes to contest.
- (b) If a person requests a hearing under this Section, a hearing shall be held before the City Manager within 21 days of the date that the request is received, at a time to be determined by the City Manager, and notice of the hearing shall be given to the appellant.
- (c) Regarding an appeal in which the appellant contests the denial of issuance or renewal of a certificate of registration, if the City Manager finds that the appellant was denied issuance or renewal of a certificate of registration solely due to the appellant's failure to pay the fee required under Section 5-11-6(a)(8) and that the appellant cannot afford the fee, the City Manager may reduce the fee to an amount that he or she finds the appellant can afford, down to zero dollars (\$0.00), and order the issuance of a certificate of registration upon the appellant's payment of the reduced fee to the Code Administration Division.

(d) The City Manager shall issue a written decision and order within 48 hours following the hearing. The decision and order of the City Manager shall be final and conclusive.

(e) This Section shall not apply to a person contesting any matter or issue decided by a judge or jury in the Municipal Court. The procedure for an appeal from the Municipal Court in a case arising from an alleged violation of this Chapter shall be the same as the procedure for an appeal from the Municipal Court in any other criminal case.

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 five hundred dollars (\$500.00) pursuant to State law. The definition of all offenses under this ordinance does not require a culpable mental state. The definition of all offenses under this ordinance plainly dispenses with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared, that for all offenses under this ordinance, that the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION 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. The effective date of this ordinance is September 1, 2014.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

City of Midland
City Secretary's Office
Interoffice Memorandum

Date: May 8, 2014, 2014
To: The Honorable Mayor Morales and Council
From: Amy M. Turner, City Secretary
Subject: Membership - Boards and Commissions

Attached is an updated membership listing for the City's Boards and Commissions effective May 8, 2014. Remaining expirations and vacancies are listed below:

BUILDING CODES REVIEW COMMITTEE – Nine terms expired on December 31, 2013.

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS – Two vacancies for Alternate terms expired on September 30, 2007 and two terms expired on September 30, 2013.

MIDLAND CENTER ADVISORY BOARD – One term expired on September 30, 2013 (Chamber appointment).

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION – Two terms expired in November 2011 and three terms expired on November 30, 2013.

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION – Three vacancies expired on January 1, 2007, one vacancy expired on January 1, 2009, two terms expired on January 1, 2010 and one term expired on January 1, 2014.

MIDLAND HOUSING FINANCE CORPORATION – One vacancy expired on September 30, 2010, two terms expired on September 30, 2011 and two terms expired on September 30, 2012.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD – One vacancy.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD – One term expired on September 30, 2012, and one term expired on September 30, 2013.

PERMIAN BASIN AIRPORT BOARD – Two terms expired on September 30, 2010 (Carlsbad and Hobbs, New Mexico), one term expired on September 30, 2012 (Fort Stockton), and one term expired on September 30, 2013 (Kermit).

PLANNING AND ZONING COMMISSION – One vacancy for Alternate.

TAX INCREMENT REINVESTMENT ZONE BOARD – Two terms expired on March 20, 2010 (Two County representatives.)

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT – One vacancy for Alternate expired on September 30, 2006 and one vacancy for Alternate expired on September 30, 2009.

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

May 20, 2014

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

(Membership-10; Terms - 3 Years expiring 3-3-4.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Earl Erdmann, Chairman	09/08	Sept 30 2014	Sept 30 2014
Taylor Spalla	01/28*	Sept 30 2014	Sept 30 2020
John Trischitti III	09/13*	Sept 30 2014	Sept 30 2020
Nellwyn Barnett	09/13*	Sept 30 2015	Sept 30 2021
Kelly "Bo" Cockerell	09/13*	Sept 30 2015	Sept 30 2018
Jerry Walton	11/09	Sept 30 2015	Sept 30 2015
Gregory F. Baiano	09/10	Sept 30 2016	Sept 30 2016
John T. Echols	09/10	Sept 30 2016	Sept 30 2016
Vicki L. Hurt	09/13	Sept 30 2016	Sept 30 2019
Dallas L. Smith	09/10	Sept 30 2016	Sept 30 2016

Ex-Officio members are Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)

(Membership - 6; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Molly S. Clark	11/13	Sept 30 2017	Sept 30 2021
Laura Clodfelter	11/13	Sept 30 2017	Sept 30 2021
Robert "Robin" Donnelly	11/13	Sept 30 2017	Sept 30 2021
Paul O'Neill	09/09	Sept 30 2017	Sept 30 2017
Kelly Spencer	09/09	Sept 30 2017	Sept 30 2017
Dr. Erickson (Veterinarian)	05/14	Sept 30 2018	Sept 30 2022

BUILDING CODES REVIEW COMMITTEE

(Membership – 9; Terms – 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ron Ainsworth	12/09	Dec 31 2013	Dec 31 2013
John Cooper	12/09	Dec 31 2013	Dec 31 2013
Robert Harrington	12/09	Dec 31 2013	Dec 31 2013
Jerry Morales	12/09	Dec 31 2013	Dec 31 2013
Chris Repman	12/09	Dec 31 2013	Dec 31 2013
James Rikken	12/09	Dec 31 2013	Dec 31 2013
Bill Routh	12/09	Dec 31 2013	Dec 31 2013
Walter Pate	12/09	Dec 31 2013	Dec 31 2013
Tom Woodruff	12/09	Dec 31 2013	Dec 31 2013

CITY DEVELOPMENT ADVISORY COMMITTEE

(Advisory)

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Nellwyn Barnett	09/13*	Sept 30 2014	Sept 30 2018
Reggie Lawrence	09/10*	Sept 30 2014	Sept 30 2014
Avery I. Pullin	02/13*	Sept 30 2015	Sept 30 2017
Tim Bryson	11/11	Sept 30 2015	Sept 30 2015
Thomas Johnston	11/13	Sept 30 2015	Sept 30 2017

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

(Decision Making)

(Membership - 7; Terms - 4 Years expiring 2-2-2-1)

Position to include: 1. Registered Architectural or Builder Superintendent, 2. Registered Structural Engineer, 3. Registered Mechanical and Plumbing, 4. Registered Electrical Engineer, 5. Registered Fire Protection Engineer

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>	<u>Position</u>
Richard D. Dunham	10/05	Sept 30 2013	Sept 30 2013	1
Greg Turner	03/11*	Sept 30 2013	Sept 30 2021	4
Jay K. Bradford	09/10	Sept 30 2014	Sept 30 2018	2
Chris Repman	10/07*	Sept 30 2014	Sept 30 2018	3
Don Woodward (At Large)	11/11*	Sept 30 2016	Sept 30 2020	5

ALTERNATES:

Vacancy	Sept 30 2007	Any
Vacancy	Sept 30 2007	Any

HOTEL/MOTEL TAX ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Annabell Ramirez	09/12	Sept 30 2014	Sept 30 2016
Brian Smith	09/12	Sept 30 2014	Sept 30 2016
Jan Artley	09/13	Sept 30 2015	Sept 30 2017
Karmen Hendrix Bryant	02/12*	Sept 30 2015	Sept 30 2017
Garrett Merket	11/13	Sept 30 2015	Sept 30 2017
Ellen K. Ramsey	09/13	Sept 30 2015	Sept 30 2017
Alex Singh-Hotel/Motel Assn. Rep.	09/09		Assn. Appt.

HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Dennis Bade	09/12	Oct 2014	Oct 2016
Norma Duran	11/08*	Oct 2014	Oct 2014
James A. Blischke	01/10	Oct 2015	Oct 2015
Paul Culver	05/14	Oct 2015	Oct 2017
Gregory Maes	11/11	Oct 2015	Oct 2015
Hazel Lamar (Resident Commissioner)	03/14		

ALTERNATES:

Edward Mayberry	11/13	Oct 2016	Oct 2019
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JOINT ECONOMIC DEVELOPMENT TASK FORCE

(Ad Hoc)

	<u>Appt. Date</u>
(Midland)	
Wes Perry	01/08
LuAnn Morgan	12/00
Keith Stretcher	12/00
Tommy Hudson	08/07
John Breier	01/04
(Odessa)	
Larry Melton	08/01
Jim Morris	11/00
Richard Morton	11/02
Joel Roberts	11/00
Neil McDonald	11/00

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	<u>Appt. Date</u>
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh "Andy" Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

MIDLAND CENTER ADVISORY BOARD

(Advisory & Decision Making)

(Membership - 9; Terms - 3 Years expiring 3-2-2.)

		<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Charles Spence	(CC)	11/07	Sept 30 2013	N/A
Tracy Bacon	(CC)	12/11	Sept 30 2014	N/A
Patricia S. Blackwell	(City)	10/07*	Sept 30 2014	Sept 30 2014
Vicky Hailey	(CC)	01/13*	Sept 30 2014	N/A
Paula Mitchell	(City)	09/08	Sept 30 2014	Sept 30 2014
Brent Blackburn	(City)	09/09*	Sept 30 2016	Sept 30 2016
Lorri Lyon West	(City)	09/10	Sept 30 2016	Sept 30 2016

Jerry Morales (Liaison Officer)

Ex-Officio members are the City Manager and Executive Director of the Chamber of Commerce.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.

City Nominates/Cast Vote for one Director

(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Wes Perry	11/13	Dec 31 2015

MIDLAND DEVELOPMENT CORPORATION

(Membership - 5; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Robert Rendall	01/09*	Jan 14 2017	Jan 14 2017
Tracy Bacon	02/14*	Jan 14 2016	Jan 14 2022
Gary Douglas	11/11*	Jan 14 2016	Jan 14 2019
Cary J. Love	12/09	Jan 14 2016	Jan 14 2016
Brent Hilliard	01/14	Jan 14 2017	Jan 14 2020

MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)

(3 Non Voting Members)

Appt Date

Wes Perry
Gary Harris
Wayne Merritt

05/12
05/12
05/12

**MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX
DEVELOPMENT CORPORATION**

(Decision Making)

Membership - 7; Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ken Marks, Vice President	10/07	Nov 2011	Nov 2011
James G. Smith	12/07	Nov 2011	Nov 2011
Mike Thompson	11/11	Nov 2013	Nov 2015
Tim Bryson	11/11	Nov 2013	Nov 2015
Rick Davis (MISD Resp.)	10/10*	Nov 2013	Nov 2015
Paul Colwell	04/14	Nov 2015	Nov 2019
Scott Dufford	03/14*	Nov 2015	Nov 2019

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Curt Kamradt	11/05*	Jan 1 2014	Jan 1 2014

* Indicates appointment to an unexpired term.

MIDLAND HOUSING FINANCE CORPORATION

(Decision Making)

(Membership - 5; Terms - 2 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy - (Damon L. Blakeley)	07/07*	Sept 30 2010	
Adrienne Valencia	10/07	Sept 30 2011	Sept 30 2011
Melissa Wicker	10/07	Sept 30 2011	Sept 30 2011
Jerry Morales (Liaison Officer)	10/08	Sept 30 2012	Sept 30 2012
Nathan Miller	11/11*	Sept 30 2012	Sept 30 2016

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

Appt. Date

Vacancy	
W. L. "Scooter" Brown	09/04
Ken Burgess	09/04
Richard Hatchett	11/08
Jim Hightower	11/08
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership - 6; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Michael Trost	09/08	Sept 30 2012	Sept 30 2012
Karen York	06/09*	Sept 30 2013	Sept 30 2013
Guy McKenzie	03/11*	Sept 30 2015	Sept 30 2015
Jonathan Dumire	02/14*	Sept 30 2014	Sept 30 2018
Sharla Hotchkiss	02/14*	Sept 30 2015	Sept 30 2019
Willie Barber	02/14	Sept 30 2016	Sept 30 2018

* Indicates appointment to an unexpired term.

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Paul Brown (Petroleum Eng.)	11/11	Sept 30 2014	Sept 30 2017
David Rosen (Petroleum Eng.)	11/11	Sept 30 2014	Sept 30 2017
Russell Richards (Petroleum Eng.)	09/12	Sept 30 2015	Sept 30 2018
Perry Dan Taylor (Real Estate)	09/12	Sept 30 2015	Sept 30 2018
Lance Friday (Real Estate)	09/12*	Sept 30 2016	Sept 30 2019

PARKS AND RECREATION COMMISSION

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Tina Corbett	09/08	Sept 30 2014	Sept 30 2014
Katey Howard	09/12*	Sept 30 2014	Sept 30 2020
P. Lourcey Sams	09/08	Sept 30 2014	Sept 30 2014
Amanda McCann	11/11*	Sept 30 2015	Sept 30 2018
Edward Mayberry	09/12	Sept 30 2015	Sept 30 2018
Bart Hotchkiss	09/13	Sept 30 2016	Sept 30 2019
Cynthia Savage	09/13	Sept 30 2016	Sept 30 2019
Ty Sisco	11/13	Sept 30 2016	Sept 30 2019
Charles A. Spence	01/10*	Sept 30 2016	Sept 30 2016

PERMIAN BASIN AIRPORT BOARD

(Advisory)

(Membership - 30; Terms - 1 year.)

	<u>Appt. Date</u>	<u>Term Expires</u>
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10 Members of the Airport Planning and Development Board

Bob Forrest (Carlsbad, NM)	10/04	Sept 30 2010
Larry Shed (Hobbs, NM)	10/01	Sept 30 2010
David Hardwick (Ft. Stockton)	10/07	Sept 30 2012
Frankie Rolfe (Kermit)	09/12	Sept 30 2013

PERMIAN BASIN AIRPORT BOARD CON'T

	<u>Appt. Date</u>	<u>Term Expires</u>
Larry Gill (Abilene)	10/10	Sept 30 2014
Elvin Brownlee III (Andrews)	12/10*	Sept 30 2014
Jim Little (Big Spring)	09/03	Sept 30 2014
Don Bethel (Lamesa)	02/91	Sept 30 2014
Henry Cutbirth (Monahans)	09/05	Sept 30 2014
Willie Taylor (Odessa)	02/00	Sept 30 2014
Gloria Pena (Odessa)	03/03*	Sept 30 2014
Barbara Graff (Odessa)	06/10*	Sept 30 2014
Isabelle Blanchard (Pecos)	10/10	Sept 30 2014
Luis E. Elguezabal (San Angelo)	10/07	Sept 30 2014
Lex Hinds (Seminole)	10/08	Sept 30 2014
John Rogotzke (Snyder)	01/12	Sept 30 2014
Glenn Wortham (Sweetwater)	10/07	Sept 30 2014
Lance Goodrich (Artesia, NM)	09/09	Sept 30 2014
Larry Fry (Roswell, NM)	09/00	Sept 30 2014

Ex-Officio members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

**PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH
AND MENTAL RETARDATION**

(Decision Making)

(Membership - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Janet R. Pritchett (City)	05/09*	June 2014	June 2014
Larry Edgerton	07/10*	June 2015	June 2015

PERSONNEL BOARD OF APPEALS

(Decision Making)

(Membership - 3; No designated terms. Mayor appoints.)

	<u>Appt. Date</u>
Scott Dufford	01/14
John B. Love III	01/14
Hugh A. "Andy" Shaffer	09/05

PLANNING AND ZONING COMMISSION(Advisory & Decision Making)
(Membership - 9; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Jay Norris	11/11	Sept 30 2014	Sept 30 2017
Warren Ivey	10/12*	Sept 30 2014	Sept 30 2020
Joshua Sparks	01/14*	Sept 30 2014	Sept 30 2020
Brad Bullock	07/13*	Sept 30 2015	Sept 30 2021
Arthur B. Hobbs	02/14*	Sept 30 2015	Sept 30 2021
Kevin Wilton	09/08*	Sept 30 2015	Sept 30 2017
Karen York	10/10*	Sept 30 2015	Sept 30 2021
Chase Gardaphe	01/14*	Sept 30 2016	Sept 30 2022
Jane Wolf	03/09*	Sept 30 2016	Sept 30 2016

ALTERNATES:

Reggie Lawrence	09/13	Sept 30 2015	Sept 30 2017
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Vacancy		Sept 30 2016	
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MIDLAND SPACEPORT DEVELOPMENT CORPORATION

(Membership – 7, Terms – 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Robert Donnelly (County)	01/14	Jun 1 2015
John T. Echols (County)	01/14	Jun 1 2015
J.Ross Lacy (City)	02/14*	Jun 1 2015
John B. Love III (City)	01/14	Jun 1 2015
Jerry Morales (City)	01/14	Jun 1 2015
Harry Spannaus (County)	01/14	Jun 1 2015
W. Jeffrey Sparks (City)	01/14	Jun 1 2015
Marv Esterly (Liaison)	01/14	Jun 1 2015

TAX INCREMENT REINVESTMENT ZONE BOARD

(Decision Making)

(Membership - 12; Terms - 2 Years, or 3 Years if appointed after 3/1/07)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Randy Prude (County)	03/07	Mar 20 2010	Mar 20 2013
Judge Mike Bradford (County)	01/07*	Mar 20 2010	Mar 20 2014
Brad Barnett	11/13*	Mar 20 2015	Mar 20 2020
Steve Castle (College)	04/13*	Mar 20 2015	Mar 20 2021
Link Grimes (City)	12/12*	Mar 20 2015	Mar 20 2021
John James (City)	11/13*	Mar 20 2015	Mar 20 2021

* Indicates appointment to an unexpired term.

John L. Kennedy (City)	10/09*	Mar 20 2015	Mar 20 2018
Ken Burgess (City)	10/12*	Mar 20 2016	Mar 20 2019
Pete Hulder (Hospital)	03/10	Mar 20 2016	Mar 20 2016
Charlene McBride (College)	12/12	Mar 20 2016	Mar 20 2019
Russell Meyer (Hospital)	12/12	Mar 20 2016	Mar 20 2019
Guy McKenzie (City)	02/14	Mar 20 2017	Mar 20 2020

Ex-Officio member is President, Board of Trustees, Midland Independent School District

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT
 (Decision Making)

(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Carla Repman	01/10*	Sept 30 2015	Sept 30 2015
Annabel Wiesman	11/13	Sept 30 2015	Sept 30 2017
Scott Young	0912*	Sept 30 2015	Sept 30 2017
Todd Byars	02/08*	Sept 30 2014	Sept 30 2014
Greg Turner	11/13	Sept 30 2014	Sept 30 2018

ALTERNATES: (not applicable to Airport Zoning)

Vacancy		Sept 30 2006	
Vacancy		Sept 30 2009	
Lewis Hassler	11/13	Sept 30 2015	Sept 30 2018
John Ory	11/13	Sept 30 2015	Sept 30 2018

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION

Decision Making
(Membership - 7; Terms - 2)

SPECIAL COMPOSITION REQUIREMENTS: Resident of City.

MEMBER	TERM EXPIRE NOV. 2014?	ATTENDANCE %	MEETINGS ATTENDED (Out of)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	NOTES:
Ken Marks, Vice Pres.	Yes 11/11			No		
James G. Smith	Yes 11/11			No		
Tim Bryson	Yes 11/13			Yes		8/22/13 Mr. Bryson called wants to serve again.
Rick Davis (MISD Resp.)	Yes 11/13			Yes		
Mike Thompson	Yes 11/13			Yes		8/13/13 Mr. Thompson called wants to serve again.
Paul Colwell	No 11/15			Yes	(432) 230.0663	
Scott Dufford	No 11/15			Yes		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	NOTES:
Brad Barnett	one other board	
Monty D. Biggs	one other board	
Jon S. Blair	only this board	
Kelly "Bo" Cockerell	one other board	
Joe Guerra, Jr	only this board	
Michael Harris	one other board	
Joel Hawkins	only this board	
John Ory	one other board	
John Trischitti III	one other board	



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Brad Barnett

Address: 5101 North A St. #342
Midland 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 8 years.

Professional and/or Community Activities:

Member of the TxAVF (Texas Association of Venues & Facilities) & IFMA (International Facility Managers Association.)

Teaching and supply preaching at Fannin Terrance Baptist Church. Former Moderator for the Basin Baptist Network.

Leadership Midland (Class of 2013)

What is your personal vision for the City?

For our community to continue to grow while retaining our west Texas, family friendly feel. To work to be proactive to be able to handle our growth. It's critical that we continue to grow our quality of life and not just the size of our city.

Please specify any time constraints you may have.

Schedule is generally flexible.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Tax Increment Reinvestment Zone Board

Please tell us why you are interested in serving on this board or commission.

A passion for seeing downtown Midland revitalized.

Date: 8/13/2013

Phone: 432-599-1390 (cell) (Home)

432-682-6234 (Business)

Email: brad@themidlandcenter.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Vice President (Facility Manger) Midland Center

What contribution would you most like to make?

Assist in shaping the future of downtown Midland (the heart and soul of our community.)

Additional pertinent information or references:

Reference: Chamber of Commerce President & CEO Bobby Burns

(2) Name of Board/Commission:

Midland Football-Soccer and Baseball Complex Development Corporation

What contribution would you most like to make?

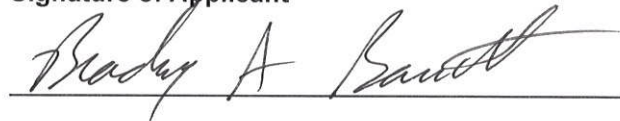
Work to continue to promote this amazing facility we have. Background in facility management gives me an clear understanding of needs for our sports facility.

Additional pertinent information or references:

Reference: Monty Hoppel

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Monty D Biggs

Address: 7 Bentley Ct

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 7 years.

Professional and/or Community Activities:

Member of PBLA, AAPL, State Bar of Texas. Volunteer with local Cub Scout Pack, Indian Princess.

Date: 10/22/2013

Phone: 432-599-0881 (Home)

432-686-1828 (Business)

Email: mbiggs@callon.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Landman/Attorney

What is your personal vision for the City?

To ensure the citizens of Midland continue to have a safe and pleasant community in which to live.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Center Advisory Board

Please tell us why you are interested in serving on this board or commission.

To guarantee that Midland continues to have a first-class venue that can attract a wide variety of events and activities.

What contribution would you most like to make?

I would like to make sure any funds spent are spent wisely and efficiently.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Football-Soccer and Baseball Complex Development Corporation

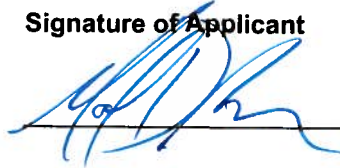
What contribution would you most like to make?

I would like to make sure any funds spent are spent wisely and efficiently.

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Jon S. Blair

Address: 4900 Stoneleigh

Midland TX 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 5.5 years.

Professional and/or Community Activities:

I have served as member for 3 years and chair (2 years) on the Hotel/Motel Tax advisory board. I have served on MISD Education Board. I am currently on the Chamber's committee for the 4th of July event (2 years). I have served on the Northern Little League for 5 years and 2 years as President. Additionally, I serve on the Praise & Worship team at Stonegate Fellowship.

What is your personal vision for the City?

I see Midland's future as extremely dynamic and bright. Like everyone, I have experienced the growing pains and would like to participate in setting strategy and establishing the vision for the City for the next 20 years. I want to see Midland expand it's services to its children and all of its citizens through a well developed park system in addition to the great asset the Sports Complex has been.

Please specify any time constraints you may have.

My job allows me the flexibility to attend meetings as necessary. Moreover, my company encourages me to be an active contributing member of the community.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

4-B Sales Tax Advisory Board

Please tell us why you are interested in serving on this board or commission.

I see the coming challenges around the expiration of the tax and my personal belief is that it should be renewed to support a broad set of initiatives into the future. I believe my experience can contribute to leading the effort to establish a vision and communicate it.

Date: 3/31/2014

Phone: 432-897-4940 (Home)

432-685-4486 (Business)

Email: jon_blair@ml.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Resident Director/Financial Advisor--Merrill Lynch

What contribution would you most like to make?

I want to see Midland expand its offerings of available activities to further improve the quality of life for Midlanders.

Additional pertinent information or references:

Bobby Burns-Chamber

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Kelly "Bo" Cockerell

Address: 8312 E County Rd 85 Unit A

Midland TX 79706

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 7 **years.**

Professional and/or Community Activities:

I spend my time and earn my living by preaching the Gospel and planning and promoting events right here in Midland.

Date: 8/31/2013

Phone: (432) 230-7099 (Home)

(432) 230-7099 (Business)

Email: kcockerell@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Pastor / Event Promoter

What is your personal vision for the City?

Midland is a great place live and work and I would like to continue to help promote the best Midland has to offer. As more and more people come here to work, live and do life, it is important that we stay on top of the "business of Midland" so we can continue to have a prosperous and lively community.

Please specify any time constraints you may have.

I am self-employed and have total control over my schedule.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

Airports are a crucial component of prosperous cities. As we continue to grow our airports are going to need to grow with us and I would like to help guide and influence them so they can help make Midland more than just an employment destination.

What contribution would you most like to make?

I am plugged in to the entertainment and activities subculture in Midland and can bring insight into what can help make an airport more than just a transit system.

Additional pertinent information or references:

Many on the Midland City Council have first hand experience with me through events I have co-produced and know of my creativity and ingenuity.

(2) Name of Board/Commission:

Midland Football-Soccer and Baseball Complex Development Corporation

What contribution would you most like to make?

As an event planner and promoter I have firsthand knowledge of how important a great venue like the Scharbauer Sports Complex is to the vitality of this community. I would like to help guide the future of the sports complex so it can continue to help make Midland an awesome place to live and play.

Additional pertinent information or references:

Many on the Midland City Council have firsthand experience with me through events I have co-produced and know of my creativity and ingenuity.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Kelly Cockerell

Digitally signed by Kelly Cockerell
DN: cn=Kelly Cockerell, o, ou,
email=kcockerell@gmail.com, c=US
Date: 2013.08.31 09:23:10 -05'00'

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: _____

Address: _____

(City)

(State)

(Zip)

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ____ years.

Professional and/or Community Activities:

What is your personal vision for the City?

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Please tell us why you are interested in serving on this board or commission.

Date: _____

Phone: _____ (Home)

_____ (Business)

Email: _____

Are you a graduate of Midland 101? ____yes ____no

Occupation: _____

What contribution would you most like to make?

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Michael Harris

Address: PO Box 81046

Midland TX 79708

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 2.5 years.

Professional and/or Community Activities:

My community activities have been fostered through my employer, Concho Resources. We have done multiple trash pick ups and sponsored a habitat for humanity house. I am a CPA and participate in local professional activities sponsored by PASPB.

What is your personal vision for the City?

I believe the current growth in Midland will continue. I envision Midland developing a metropolitan feel (downtown renovation and more large companies headquartered here), however retaining the West Texas friendliness. We have to embrace the changes that come with economic and population growth, but also understand the importance of the core values Midland has long established

Please specify any time constraints you may have.

My job does place some time constraints during quarter ends, however, in general, with planning I am usually have the flexibility to take an hour or two during my lunch or afternoon.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Football-Soccer and Baseball Complex Development Corporation

Please tell us why you are interested in serving on this board or commission.

I think the continued development of the complex shows Midland's commitment to growth. I think there will be a positive look back related to the complex, but its development is crucial to that success.

Date: 8/29/2013

Phone: 432 230 0547 (Home)

432 221 0316 (Business)

Email: mharris@concho.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Accountant - CPA

What contribution would you most like to make?

I would like to contribute my time and expertise to help effectively utilize the proceeds available for the construction of the complex.

Additional pertinent information or references:

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

I think as the young professional population in Midland continues to expand, something this group is looking for are places to take their children. I believe this generation will realize that their children need to be more active and having good facilities is paramount to supporting that goal.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

mharris@conchoresource
s.com

Digitally signed by mharris@conchoresources.com
DN: cn=mharris@conchoresources.com
Date: 2013.09.06 11:06:56 -05'00'

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PLEASE TYPE OR PRINT CLEARLY:

Name: JOEL HAWKINS
Address: 8627 Dublin Avenue
Odessa TX 79765
(City) (State) (Zip)

Date: 12-13-13
Phone: 232-5909 (Home)
580-0024 (Business)
Email: jhawkins@kpejtv.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☒ no

I have lived in Midland _____ years.

Occupation: KPEJ - Sales Team Lead

Professional and/or Community Activities:

- 1) Currently participating in Midland 101
- 2) Midland Chamber Ambassador Chair

What is your personal vision for the City?

To make it a place of enjoyment for all ages, especially the younger families and make Midland a place they are proud to call HOME.

Please specify any time constraints you may have.

NONE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Football - Soccer And Baseball Complex
Development Corporation

Please tell us why you are interested in serving on this board or commission.

I want to see more activities at all of the sports facilities and help to make what is great even greater

What contribution would you most like to make?

To be involved in the center of all the happenings and
any way I can help build upon what is already a
great thing

Additional pertinent information or references:

Midland Chamber Volunteer of year 2013.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

J. Hawkins

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it is necessary to continue to develop this gem to constantly improve the quality of life for existing residences and those to come.

What contribution would you most like to make?

I bring a history of community leadership experience, strategic thinking and financial expertise that can lend to providing new, unique and sometimes unthought of perspectives to initiatives.

Additional pertinent information or references:

Bobby Burns - Midland Chamber of Commerce President

Dr. Steven Thomas - Midland College President

Vicki Jay - Executive Director of Shared Spaces Midland

(2) Name of Board/Commission:

Tax Increment Reinvestment Zone Board

What contribution would you most like to make?

To see that the incremental revenue is being collected and allocated in a manner that is consistent with the future plans of the city.

I would also like to see these tax dollars be redeployed into projects that add value to the citizens of Midland.

Additional pertinent information or references:

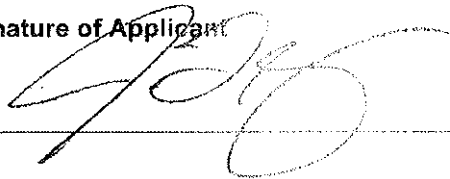
Bobby Burns - Midland Chamber of Commerce President

Dr. Steven Thomas - Midland College President

Vicki Jay - Executive Director of Shared Spaces Midland

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: John Trischitti III
Address: 301 W. Missouri
 Midland TX 79701
 (City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ³ years.

Professional and/or Community Activities:

Midland Need to Read Board Member

Salvation Army board Member

Golf Course Road Church of Christ

What is your personal vision for the City?

I feel that Midland can be a trendsetting city not only for West Texas and the Permian Basin but for the state as well. We can continue to grow and evolve and create an environment that is a great place to live and raise a family.

Please specify any time constraints you may have.

With enough advanced notice, any time should be workable

Date: 8/20/2013
Phone: 214/934-5442 (Home)
 432/688-4333 (Business)
Email: libadm01@co.midland.tx.us

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Midland County Public Library Director

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Football-Soccer and Baseball Complex Development Corporation

Please tell us why you are interested in serving on this board or commission.

I would like to get more involved in the business of Midland and give back to my community in service and time.

What contribution would you most like to make?

To help guide the future of this complex and the direction of the revenue that it generates.

Additional pertinent information or references:

County Judge Mike Bradford

Mayor Wes Perry

(2) Name of Board/Commission:

Airport Planning and Development Board

What contribution would you most like to make?

To highlight the importance of this facility for our area and make sure it is receiving the attention and maintenance it deserves.

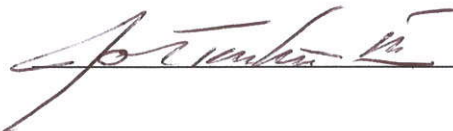
Additional pertinent information or references:

County Judge Mike Bradford

Mayor Wes Perry

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Signature of Applicant



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MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Membership - 6; Terms - 2 Years Staggered)

SPECIAL COMPOSITION REQUIREMENTS: None

MEMBER	TERM EXPIRE SEPT 2014?	ATTENDANCE %	MEETINGS ATTENDED (Out of 9)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	NOTES:
Michael Trost	Yes 09/12			No		
Karen York	Yes 09/13			No		
Guy McKenzie	No 09/15			Yes		
Jonathan Dumire	No 09/14			Yes		
Sharla Hotchkiss	No 09/15			Yes		
Willie Barber	No 09/16			Yes		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	NOTES:
Exa Luman	One other board	
Roy E. Staggs	Only this board	



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PLEASE TYPE OR PRINT CLEARLY:

Name: Exa Luman
 Address: 2312 Cimmaron Ave.
Midland TX 79705
 (City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 1.5 years.

Professional and/or Community Activities:

Senior Sneakers at the YMCA

Recording Library for the Blind at Shared Spaces

What is your personal vision for the City?

Midland is growing so much that it needs more of everything. Traffic, housing--at least we have water covered for a while.

Please specify any time constraints you may have.

Senior Sneakers: 10:30 AM - 11:15 AM MWF

Recording Library for the Blind: 11:30 AM - around 2:30 PM MWF

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I read the they are going to be offering more animals for adoption, and that would be a good thing to help with.

Date: 4/14/2014

Phone: 432-218-9553 (Home)
806-638-5311 (Business)

Email: exakaye@gmail.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: retired computer programming/applications teacher

What contribution would you most like to make?

I would like to vote in favor of improving the facility and services.

Additional pertinent information or references:

Cindy Johnson, Volunteer Coordinator

Shared Spaces, 3500 North A St.

Midland, TX 79705 432.682.2731 book4blind@recordinglibrary.org

(2) Name of Board/Commission:

~~Permian Basin Community Center for Mental Health and Mental Retardation~~

Midland-Odessa Urban

Transit District Board

What contribution would you most like to make?

I am not certain that I could be of any help at all, but I have relatives in some programs in another city.

Perhaps some personal knowledge that I have might be of use in some situations.

Additional pertinent information or references:

Ann Gregory, South Plains College Levelland Campus

1401 College Avenue

Levelland TX 79336 806-894-9611

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Signature of Applicant

Eva Kange Luman

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PLEASE TYPE OR PRINT CLEARLY:

Name: Roy E. Staggs

Address: 1309 Godfrey Street

Midland Texas 79703

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁴ years.

Professional and/or Community Activities:

Retired as Asst. Director of Utilities from City of Odessa Water Utilities, Water Utility Professional for 40 years, Member- Texas Water Utilities Association, Member, Water Utilities Operator Licensing Advisory Committee with Texas Commission on Environmental Quality, Currently, Licensed Water and Wastewater Operator holding Class A Water and Class A Wastewater.

What is your personal vision for the City?

I would like to see this city continue to grow but with some restrictions. I would like to see more businesses that have less dependency on high water consumptions as well as residential districts with more water conservation efforts. Further, I would like for the citizens and leadership to understand the importance of planning for the future.

Please specify any time constraints you may have.

I have an open calendar most of the time.

Date: 10/21/2013

Phone: 432-262-6347 (Home)

432-260-2316 (Business)

Email: txwaterman2@yahoo.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Water Utilities Industry, Retired

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit Board

Please tell us why you are interested in serving on this board or commission.

I would like to get involved and feel like I am making a contribution to the community where I live as I have for the last forty years of municipal service. I have served three cities in the water utilities industry and feel like I am familiar with the municipal systems

to the point that I can make good decisions. I was in management for over thirty years.

What contribution would you most like to make?

I would just like to serve my community in any way I can. If there are any improvements in the system to be made I would like the opportunity to look at them and see how they can fit into the future of Midland.

Additional pertinent information or references:

I understand how municipal governments function, budgets, employment issues, management of resources, and many other municipal perations, practices and procedures.

I do have driving restrictions so I am a user of the transit system.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

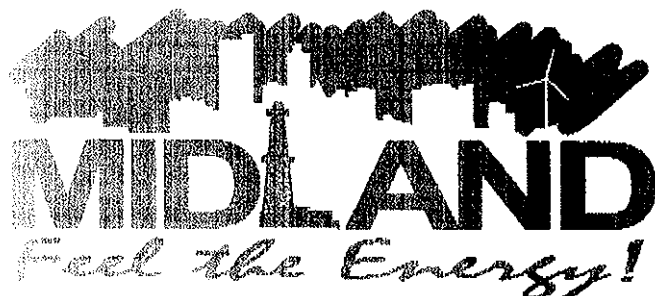
PLANNING AND ZONING COMMISSION
(Advisory & Decision Making)
Membership - 9; Terms - 3 Years expiring 3-4-4)

SPECIAL COMPOSITION REQUIREMENTS: Resident Citizen of City, own real property inside city limits & qualified voter.

MEMBER	TERM EXPIRE SEPT. 2014?	ATTENDANCE %	MEETINGS ATTENDED (Out of 19)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	NOTES:
Jay Norris	Yes 09/14			Yes		
Warren Ivey	Yes 09/14			Yes		
Joshua Sparks	Yes 09/14			Yes		
Brad Bullock	No 09/15			Yes		
Arthur B. Hobbs	No 09/15			Yes		
Kevin Wilton	No 09/15			Yes		
Karen York	No 09/15			Yes		
Chase Gardaphe	No 09/16			Yes		
Jane Wolf	No 09/16			Yes		
<u>ALTERNATE:</u>						
Reggie Lawrence						
Vacancy						

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	NOTES:
W. Roger Beebe	Only this board	
Christopher L. Buck	One other board	
Noah Dean	Only this board	
Jack Fisher	Only this board	
Janice M. Kapp	Only this board	
Rj Lopez	One other board	
R. Shaun Rainey	One other board	
P.Lourcey Sams	Only this board	
Taylor Spalla	One other board	



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: W. Roger Beebe

Address: 902 Interstate 20 West
Midland TX 79701
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 11 years.

Professional and/or Community Activities:

Past: City of Duncan Hotel Tax Advisory Board Duncan, OK
Hotel/Motel Assoc. of Baton Rouge, Baton Rouge, LA
Bring Cowboys to Arlington, Arlington CVB, Arlington, TX

What is your personal vision for the City?

To enhance a diverse yet unique culture in
a city committed to creating a hometown
where people are unhindered from their personal and
professional goals.

Please specify any time constraints you may have.

None

Date: Oct. 1, 2012

Phone: 817-291-0753 (Home)

432-683-1111 (Business)

Email: rbeebe@rimhospitality.co

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Hotel Manager

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

City Development Advisory Committee

Please tell us why you are interested in serving on this board or commission.

To help city leaders create an economic plan that
will take Midland to the next level and help

make Midland an All American City.

What contribution would you most like to make?

I want to contribute my diverse perspectives and time to aid Midland leaders with a new and enthusiastic outlook.

Additional pertinent information or references:

Hotel controller for various hotels from across the country.

(2) Name of Board/Commission:

Planning and Zoning Commission

What contribution would you most like to make?

I want to assist city planners in developing a balanced town with affordable housing and profitable industries.

Additional pertinent information or references:

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Signature of Applicant

Roger Brubaker

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: CHRISTOPHER L. BUCK
Address: 5216 QUICKSAND DR.
MIDLAND TX 79707
(City) (State) (Zip)

Date: 9/26/2013
Phone: (432) 413-5929 (Home)
(432) 242-4256 (Business)
Email: chris@ciervoresources.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ²⁵ years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Landman/ Land Broker/ Adjunct Faculty at MC

Professional and/or Community Activities:

American Association of Professional Landmen, Permian Basin Landman's Association, Disabled American Veterans,
Veterans of Foreign Wars, American Legion, Soldiers of Today and Yesterday, West Texas Historical Association, St. Nicholas
Episcopal Church,

What is your personal vision for the City?

I personally see Midland as a city that has the opportunity and potential to develop in ways that many larger, metropolitan, areas may not. I expect to see Midland flourish into a haven for small business. I think the city could empower those small organizations, in such a way, that the city could harness the entrepreneurial spirit ingrained in our community to push us to even farther heights.

Please specify any time constraints you may have.

While I am a professional Landman, and run an Oil and Gas Land Brokerage with approximately 18 people employed there, as well as my lecturing duties at Midland College as Adjunct Faculty in History in the Social and Behavioral Sciences Department, I have the ability, in all of my capacities, to tailor my schedule to meet the demands of any board I were allowed to sit on.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Oil and Gas Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I am interested in serving on the committee because it is directly related to the field of work I am engaged in on a daily basis. I feel that my industry experience could be best utilized in this committee, and I also believe it will provide an unparalleled insight into the

governmental aspects of my industry that cannot be attained through any other means.

What contribution would you most like to make?

I have a Certified Professional Landman certification through the American Association of Professional Landmen, and I have experience on the other side of the table applying for permits, or seeking exceptions, from governmental bodies. I also have experience overcoming the challenge of identifying a location suitable to drill that causes the owner as few problems possible.

Additional pertinent information or references:

William A. Chalfant, CPL - (432) 684-9819

Ralph Lea Jr., CPL - (432) 682-1005

I also wrote my Master's Thesis, through UTPB, on Oil and Gas Leasing since 1945, and have published several articles.

(2) Name of Board/Commission:

Planning and Zoning Commission

What contribution would you most like to make?

I would like to offer my perspective as a 31 year old property owner, who intends to remain in this city the rest of my natural life. It is my opinion that the Planning and Zoning Commission is one of the most important commissions we have as a city. If we do not look to our future needs in our development, then we are literally setting ourselves up for problems down the line.

Additional pertinent information or references:

Ralph Lea Jr., CPL - (432) 682-1005

Jonathan Jordan - (432) 559-8499

Johnie Lee Qualls - (432) 631-3429

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Signature of Applicant

Christopher L. Buck

Digitally signed by Christopher L. Buck
DN: cn=Christopher L. Buck, o, ou,
email=chris@clervoresources.com, c=US
Date: 2013.09.26 23:17:47 -06'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Noah Dean

Address: 7413 N CR 1297

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 2 years.

Professional and/or Community Activities:

I teach Biomechanics at UTPB, teach CrossFit at Odessa CrossFit, write articles for BoxLife Magazine, and serve as the facility construction coordinator at Fletco Services. My wife and I are members of Stonegate Fellowship.

Date: 3/13/2014

Phone: 325-374-7431 (Home)

432-553-4018 (Business)

Email: DrNoahDean@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Professor / Construction Coordinator / Writer / Coach

What is your personal vision for the City?

My vision for Midland is simple - ethically acquired growth and prosperity. In other words, I envision Midland to serve as a hub for people looking for equal, fair, and balanced opportunity to pursue the iconic "American dream".

Please specify any time constraints you may have.

Although busy, my schedule is very pliable. That said, I can meet any time of day.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning & Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I feel it's important that those who desire to responsibly lead should do so. It's for this reason I would like to serve as a voice of reason and understanding on the political stage in Midland. In other words, I want to help make Midland a better place.

What contribution would you most like to make?

My current full-time job has sparked my interest (and education) in the practices of zoning. I have enjoyed learning about the processes and would enjoy continuing that education. My contribution would be knowledgeable and fair practices on decisions that are made at the city level.

Additional pertinent information or references:

I have served as student body/council president (Rankin High School), team captain (Angelo State), PEER program instructor (Texas A&M University), and various other leadership roles. I also have an earned doctorate (PhD) in Motor Neuroscience from Texas A&M University.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Noah Dean

Digitally signed by Noah Dean
DN: cn=Noah Dean, o, ou,
email=DrNoahDean@gmail.com, c=US
Date: 2014.02.13 14:56:51 -06'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Jack Fisher
Address: 5320 Ellen Jayne Way
MIDLAND TX 79707
(City) (State) (Zip)

Date: 1/27/2014
Phone: 432-685 0152 (Home)
432 889 7678 (Business)
Email: Jack.Fisher@mccoys.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 27 years.

Professional and/or Community Activities:

Parrain Bassin Builders Assoc Board MBR 10 yrs
Midland West Rotary Club

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Commercial Sales Rep
McCoys Building Supply

What is your personal vision for the City?

Growth of the City with New Businesses. Improve traffic problems.
Provide more recreation and entertainment activities for our citizens.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning

Please tell us why you are interested in serving on this board or commission.

Working with developers and companies wanting to move to Midland. To
help speed up the process and provide them with a Commission

that wants to work with them to improve our city.

What contribution would you most like to make?

Ensure that new development is in the best interest of
Midland not just the developer.

Additional pertinent information or references:

Lance Eridon - Lance Eridon homes.

Karen Lark - PBBA

Mark Payne - Mark Payne Homes

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Jack Disher

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Midland, TX 79702

FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND
BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: JANICE M. KAPP

Address: 900 COUNTRY CLUB DR
MIDLAND TX 79701
(City) (State) (Zip)

Date: 9-23-13

Phone: 432-553-5332 (Home)
(Business)

Email: JANICE@JKAPSOLUTIONS.COM

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: AFLAC INDEPENDENT AGENT

Professional and/or Community Activities:

20+ yrs EXPERIENCE IN MANAGING MEDICAL/DENTAL OFFICES

What is your personal vision for the City?

FOR MIDLAND TO BECOME A PLACE PEOPLE WANT TO VISIT DUE TO DIVERSITY OF ACTIVITIES, CULTURE ETC

Please specify any time constraints you may have.

SCHEDULE IS PRETTY FLEXIBLE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

PLANNING & ZONING COMMISSION

Please tell us why you are interested in serving on this board or commission.

WOULD LIKE TO HELP THE CITY GROW IN A WAY THAT IS BENEFICIAL TO ALL MEMBERS OF OUR CITY

What contribution would you most like to make?

And we direct the City to ATTRACT BUSINESSES & PEOPLE
to help Midland grow

Additional pertinent information or references:

TOWN JAMES - REFERENCE

(2) Name of Board/Commission:

PARKS & RECREATION

What contribution would you most like to make?

MAKE PARKS MORE ATTRACTIVE AND EDUCATE PEOPLE ON
RESPECTIVE NATURE & WILDLIFE

Additional pertinent information or references:

TOWN JAMES - REFERENCE

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Signature of Applicant

James M. Kapp

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAK: (432) 685-7433





APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: RJ Lopez
Address: 1700 W. Wall Street Suite 100
Midland TX 79701
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 3 1/2 **years.**

Professional and/or Community Activities:

Habitat for Humanity, Keep Midland Beautiful, West Texas Food bank

West Texas American Institute of Architects - Secretary

Date: 4/14/2014

Phone: (432) 934-9294 (Home)
(432) 697-1447 (Business)

Email: rlopez@team-psc.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Architect at Parkhill Smith & Cooper

What is your personal vision for the City?

Midland can be a thriving West Texas community with the infrastructure and amenities of a world class city.

Please specify any time constraints you may have.

Prior obligations on the 2nd monday of every month.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Building Codes Review Committee

Please tell us why you are interested in serving on this board or commission.

The ICC directly affects my community, my clients and my profession.

What contribution would you most like to make?

As an Architect, I have an insiders point of view as to how the new editions will affect my clients and co-workers.

I also must stay well versed in both the new and existing ICC publications, which means that I have a vested interest to perform the research required to fully understand the implication of adoption.

Additional pertinent information or references:

(2) Name of Board/Commission:

Planning and Zoning Commission

What contribution would you most like to make?

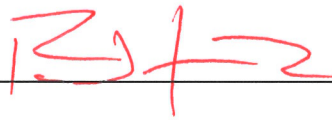
With my prior planning experience, I would like to assist in shaping a possitive relationship between the built environment and our community.

Additional pertinent information or references:

Reference - Jay Edwards - Parkhill Smith and Cooper

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: R. Shaun Rainey

Address: 7 Bristol Court

Midland Texas 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 2.5 years.

Professional and/or Community Activities:

President Elect of the Midland County Young Lawyers Association; Member of the State Bar of Texas, State Bar of New Mexico,

Midland County Bar Association, Texas Young Lawyers Association, St. Luke's United Methodist Church

2013 Graduate of Leadership Midland

Date: 9/1/2013

Phone: 254-2203 (Home)

687-8688 (Business)

Email: srainey@cbtd.com

Are you a graduate of Midland 101? ☐ yes ☐ no

Occupation: Attorney, Cotton, Bledsoe, Tighe & Dawson, P.C.

What is your personal vision for the City?

Growing up in West Texas, there is a sense of community and respect which brought me back upon the completion of my law and undergraduate degrees. In order to maximize the ample opportunity and continue to foster West Texas values which make this home Midland must work to structure growth and development to meet the needs of our community both present and future.

Please specify any time constraints you may have.

As an attorney, my schedule affords flexibility unless a hearing or trial is scheduled by the court.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

Issues regarding the continued growth and development are of utmost importance in the continued growth of the city. This is vital not just for the expansion of the city, but also the reworking of interior portions of the city to meet changing needs and demographics.

What contribution would you most like to make?

Assist the city with structured growth and to help alleviate potential issues between adjacent and neighboring property owners.

Additional pertinent information or references:

(2) Name of Board/Commission:

City Development Advisory Committee

What contribution would you most like to make?

Provide insight and information into the expenditure of funds for development of the city and infrastructure.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Digitally signed by Shaun Rainey
DN: cn=Shaun Rainey, o, ou, email=srainey@cbtd.com, c=US
Date: 2013.09.03 13:59:50 -05'00'

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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: P. Lourcey Sams

Address: P.O. Box 1933

Midland TX 79702

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 50 years.

Date: 1/29/2014

Phone: 432-682-0793 (Home)

432-682-8261 (Business)

Email: lsams@psams.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Oil & Gas -- Self Employed

Professional and/or Community Activities:

COM Parks & Recreation Board (Chairman), COM Managed Competition Committee, AAPG, West Tx Geological Society, FEPA, American Assoc. of Professional Landmen, Midland Chamber of Commerce Government Affairs Committee-past member
Interstate Oil & Gas Commerce Commission-past member, West TX MS Society-Past Member, Midland United Girls Softball

What is your personal vision for the City?

To see the City of Midland continue its expansion of economic growth in the oil and gas base along with continued diversification efforts to enhance long-term stability. Midland has made significant strides with healthcare services, law enforcement, parks and recreation and other social and entertainment services and should be supported in continuation of these endeavors.

Please specify any time constraints you may have.

I am self employed and envision no specific constraints as it applies to this application.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

COM Planning & Zoning Commission

Please tell us why you are interested in serving on this board or commission.

My experience both in community services as well as dealing with municipalities from the private industry prospective, uniquely qualifies me for input to this committee.

What contribution would you most like to make?

Having grown up in Midland, as well as having run my own business in Midland, qualifies me to make imperical input to the commission.

Additional pertinent information or references:

Vast and extensive board experiences both on a municipal and private level qualifies me to make valuable contributions to The Planning and Zoning Commission.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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2013-031



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Taylor Spalla
Address: 4426 Lanham St.
Midland TX 79705
(City) (State) (Zip)

Date: 8/27/2013
Phone: 210-508-5503 (Home)
432-683-4691 (Business)
Email: taylor.spalla@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 0.1 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Law Clerk (Awaiting results of July 2013 Bar Exam)

Professional and/or Community Activities:

J.D. (May 2013, Magna Cum Laude) (Texas Tech); M.B.A. (May 2013) (Texas Tech); Bachelor of Arts in Business and Political Science (2009) (Southwestern University); and Editor-in-Chief, Texas Tech Administrative Law Journal (Volume 14).
Young Professionals in Energy and Young Republicans of Midland.

What is your personal vision for the City?

- (1) To increase the quality of life through fiscally conservative projects that promote community involvement and being active.
- (2) To promote and allow for economic growth in a form that is beneficial to the City and its citizens.

Please specify any time constraints you may have.

Because of my current constraints of only my job, I am able to provide a strong commitment to any commission the City Council selects me for.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I am interested in this Commission because I believe I can best utilize my law degree, M.B.A., and prior political experience to benefit the City. I am more interested in this position, as opposed to others, because I can provide a beneficial impact to my vision

for the city while engaging in activities that I enjoy doing.

What contribution would you most like to make?

Being new to the City, I will provide an input that is free of bias, preconceptions, and agendas and will work to provide the City Council with informative and open guidance.

Additional pertinent information or references:

Prior to law school, I worked as a campaign staffer (political side) for a Texas gubernatorial campaign.

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

Through my constant desire to workout, run, and play athletic events, I have the ability to provide meaningful recommendations. Additionally, I am able to provide a more youthful perspective to help better meet the needs and desires of the influx of the youth demographic.

Additional pertinent information or references:

As a former high school and college baseball player, I understand the facilities and opportunities we must supply to the community to provide a meaningful experience for all.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Paul Taylor Spalla

Digitally signed by Paul Taylor Spalla
DN: cn=Paul Taylor Spalla, o, ou,
email=taylor.spalla@gmail.com, c=US
Date: 2013.09.02 21:03:49 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

**City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433**

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